## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

FILED

JUL 102014

USDCWP SDNY

LARRY GRABOVAN, and DANIEL OGLANDER, as individuals, and on behalf of other persons similarly situated,

Plaintiffs,

v.

INTERNATIONAL CULINARY CENTER LLC, a New York Domestic Limited Liability Company, THE INTERNATIONAL CULINARY CENTER OF CALIFORNIA, LLC, a California Limited Liability Company, DOROTHY HAMILTON, an individual, and DOES 1 through 100, inclusive,

Defendants.

COMPLAINT CV 5147

**DEMAND FOR JURY TRIAL** 

JUDGE FORREST

Plaintiffs, acting for themselves and all others similarly situated (the "Class"), complain as follows against Defendants International Culinary Center LLC, The International Culinary Center of California, LLC, Dorothy Hamilton, and Does 1–100, inclusive. Plaintiffs' allegations are based on the investigation of counsel, including but not limited to reviews of advertising and marketing material, government filings, other publicly available information, and interviews of former students, and thus on information and belief, except as to the individual actions of Plaintiffs, as to which Plaintiffs have personal knowledge.

### **INTRODUCTION**

1. Defendants' students, including Plaintiffs, pay more than \$45,000 apiece in tuition (usually financed through non-dischargeable student loan debt) to obtain jobs that paid between \$9 to \$12 per hour—and that they could get without any experience or education whatsoever.

- 2. They do this because Defendants lie to them. Defendants represent, and have represented, that paying more than \$45,000 for a six month program (nine months for night and weekend courses) makes economic sense because, upon graduation, they would be immediately eligible for and attain Chef or other "top culinary jobs" that pay \$60,000 and upwards—and that would otherwise take them years to reach, absent Defendants' expertise, prestige, and industry connections.
- 3. This is not hyperbole. Plaintiffs and the Class are current or former students at Defendants' for-profit vocational school, the International Culinary Center ("ICC"). They paid tens of thousands of dollars in tuition to attend ICC because of Defendants' false promises.
- 4. They relied upon Defendants' own website that promised prospective students that they could "walk straight into a top culinary job" once they graduated. (*See* Exhibit A at p. 2.)
- 5. Being a Chef is hard work, but becoming a Chef is even harder. The recipe for success usually requires years of dedication and arduous work, at low pay, before kitchen staff employees are given the opportunity to rise up through the ranks. And, even with tons of discipline and all the right skills, there is usually no guarantee that one will attain such a high-level position.
- 6. Defendants promised Plaintiffs that their \$45,000 would buy them more than just a quality education. It would also buy them the prestige of a "French Culinary Institute" diploma (although that institution was technically defunct and nonexistent) that would allow graduates to skip the years of peeling carrots and attain Chef positions or other "top culinary jobs" immediately upon graduating.
  - 7. Those two terms, "Chef" and "top culinary jobs," appear frequently in

Defendants' written marketing material and scripted sales pitches. Indeed, "Become a [Successful] Chef in 6 Months" seems to be one of Defendants' "go-to" advertising slogans. (A selection of Defendants' online ads is attached as Exhibit B, with those using some variation of the "Become a Chef in 6 Months" pitch highlighted).

- 8. Defendants further promised access to exclusive job placement services that would put recent graduates in touch with employers eager to place them immediately as Chefs or in other "top culinary jobs."
- 9. Put simply, Defendants promised that investing in an ICC education made economic sense, notwithstanding the high price tag.
- 10. Defendants aggressively marketed this vision of an ICC education to prospective students through a pattern of partial truths, misleading statements, significant omissions, assertions of fact that the Defendants had no reasonable ground for believing to be true, and outright lies, all of which were designed to create, in the minds of Plaintiffs, the strong impression that they would be both professionally and financially better off if they attended ICC.
  - 11. Unfortunately, Defendants' promises turned out to be half-baked.
- 12. In fact, Plaintiffs received an education that is effectively worthless to them and ended up, at best, with jobs they could have obtained without paying tens of thousands of dollars for ICC educations. Members of the Class have had similar experiences. Many are saddled with non-dischargeable student loans that they cannot repay or service that cumulate interest, late charges, and collection costs. The result is balances due that spiral upward to create a condition of lifelong financial ruin and indentured servitude.
- 13. All of this was known to the Defendants when they solicited Plaintiffs and other prospective students, but was not disclosed. They should be held accountable.

## PARTIES AND JURISDICTIONAL STATEMENT

- 14. Plaintiff Larry Grabovan ("<u>Grabovan</u>") is an individual who has, at all relevant times, resided in the State of New York.
- 15. Plaintiff Daniel Oglander ("Oglander") is an individual who has, at all relevant times, resided in the State of New York.
- 16. Defendant International Culinary Center LLC ("ICC-NY" or the "NY Campus") is a New York Domestic Limited Liability Company that operates a for-profit, non-degree-granting, culinary school in the borough of Manhattan, New York City, New York.
- 17. Defendant The International Culinary Center of California, LLC ("ICC-CA" or the "California Campus") is a California Limited Liability Company that operates as an extension of the NY Campus in the city of Campbell, located in Santa Clara County, California. It is wholly owned and operated by defendant ICC-NY.
  - 18. Collectively, defendants ICC-CA and ICC-NY are referred to herein as "ICC."
- 19. Defendant Dorothy Hamilton ("<u>Hamilton</u>") is an individual who, at all relevant times, including the present, resided in, and was a citizen of, the State of New York.
- 20. Defendants Does 1–100 are the agents, servants, partners, joint-venturers, coventurers, principals, directors, officers, managers, and shareholders of their co-defendants who aided abetted, controlled, and directed their co-defendants in their co-defendants' performance of the acts and omissions herein alleged. Plaintiffs sue these Defendants by these fictitious names because they are currently ignorant of their true names and capacities. On information and belief, each of these fictitiously named defendants is responsible in some manner for the occurrences and omissions herein alleged, and Plaintiffs' injuries as herein alleged were proximately caused by the aforementioned defendants.

- 21. Plaintiffs will amend this complaint to state the names of these John Doe defendants when they ascertain them.
- 22. Upon information and belief, Hamilton owns all, or almost all, equity in ICC-NY and therefore exercises complete dominion and control over ICC-NY and each and all of its subsidiaries.
- 23. Upon information and belief, Hamilton enjoys the full benefit of all moneys and profits earned by ICC-NY—and, in fact, co-mingles her personal funds with those of ICC-NY without regard for consideration for ICC's status as an independent entity. Essentially, Hamilton treats ICC-NY as her personal piggy-bank.<sup>1</sup>
- 24. Furthermore, Hamilton develops and oversees the implementation of most or all policies and procedures at ICC, including without limitation policies and procedures concerning admissions practices, financial aid practices, curriculum, and job placement. Defendants ICC-NY and ICC-CA then implement and carry out the policies and procedures dictated by Hamilton.
- 25. ICC-NY and, by extension, Hamilton, exercises complete dominion and control over each and all of ICC-NY's subsidiaries, including ICC-CA, enjoys the full benefit of all moneys and profits earned by these subsidiaries, and benefits in other direct and indirect ways from, and dictates and causes all of the wrongful actions of, ICC-CA alleged in this complaint. As a consequence, both ICC-NY and Hamilton are in possession of moneys rightfully belonging to Plaintiffs. In addition, ICC-NY develops and oversees the implementation of all policies and procedures at ICC-CA, including without limitation policies and procedures concerning admissions practices, financial aid practices, curriculum, and job placement. Defendant ICC-CA

5

<sup>&</sup>lt;sup>1</sup> For example, in or around 2009, Hamilton withdrew \$1.15 million from ICC's accounts, both for her own use and to pay Hamilton's attorneys in her divorce case. Marie Rohde, *N.Y. couple's split boils over in court*, Milwaukee Journal Sentinel, May 25, 2009, available at <a href="http://www.jsonline.com/news/milwaukee/46028797.html">http://www.jsonline.com/news/milwaukee/46028797.html</a> (last visited Jan. 21, 2014).

then implements and carries out the policies and procedures developed by ICC-NY.

- 26. The jurisdiction of this Court over the subject matter of this action is predicated on 28 U.S.C. § 1332(d). The class numbers at least 100—including numerous class members who are citizens of other states besides New York, including California and, on information and belief, New Jersey—and the aggregate amount in controversy exceeds \$5 million, exclusive of interest and costs. Plaintiffs are and were at all times mentioned herein citizens and residents of the State of New York.
- 27. Plaintiffs have suffered injury in fact and have lost and been deprived of money or property as a result of Defendants' dishonest, wrongful, and illegal conduct in that, among other things and without limitation, Plaintiffs paid money to purchase products and services represented to be of a certain character, quality, and value, and that they understood to be of a certain character, quality, and value. But, contrary to Plaintiffs' beliefs, Defendants' products and services were nothing like, and substantially worse than, the character, quality, and value Defendants' represented them to be.

## FACTUAL SUMMARY OF THE CASE (THE "FRAUD")

- 28. ICC induces prospective students to pay their exorbitant tuitions through an ongoing fraudulent scheme (the "<u>Fraud</u>") comprised of a marketing campaign that includes television, radio, print, internet, and in-person recruitment. The in-person component of the Fraud is carried out by the Defendants' quota-driven salespeople on the phone, by mail, by email, and in face to face meetings with prospective students.
- 29. It was, and is, the custom and practice of Defendants to make each of the below-described representations, omissions, and concealments to recruit each prospective applicant and induce them to attend ICC in reliance thereon.

## A. Background regarding ICC

- 30. Hamilton founded ICC in 1984, as the "French Culinary Institute."
- 31. In or around 2011, after the United States Department of Education indicated that it would deem the French Culinary Institute "financially irresponsible," pursuant to 34 CFR § 668.171, the school abandoned the French Culinary Institute moniker and rebranded itself as ICC.
- 32. Although ICC continues to describe itself as the French Culinary Institute, or as the school "founded as the French Culinary Institute," it does not disclose to students its reasons for abandoning that moniker.
- 33. As part of and in furtherance of the Fraud, ICC offers the following programs to students (collectively the "Programs"):
  - a. A variety of culinary arts programs (collectively the "Culinary Chef Programs"), the primary—and basic—course of study being the "Classic Culinary Arts Program," which typically takes 6 months to complete (or 9 months, for the evening and weekend class option). Students may "supplement" the Classic Culinary Arts Program with, *e.g.*, the "Farm-to-Table" option, for additional fees, including field trips or programs that include a study abroad component.
  - b. A variety of pastry arts programs (collectively the "Pastry Chef Programs"), the primary—and basic—course of study being the "Classic Pastry Arts Program," which, like the Classic Culinary Arts Program, typically takes 6 months to complete (9 months for evening and weekend students).
- 34. Tuition alone for ICC's Classic Culinary Arts program is more than \$45,000. And, once the cost of supplies, room, board, and other expenses are factored in, the total bill for this six-month program can reach about \$60,000—plus whatever interest the student incurs from borrowing to pay for the education.

## B. Written Misrepresentations

- 35. The net effect of the portion of the Fraud comprised of written, or recorded, representations described *infra* was to indoctrinate prospective ICC students with the belief that attending ICC made economic sense.
- 36. Specifically, ICC led students to believe that the educational programs offered by ICC were worth the \$45,000-plus cost by allowing them to immediately gain a high-tier and well-paying culinary position that would not be available to them but for an ICC education, with all its attendant perks.
- 37. Indeed, ICC's website was saturated with such representations. Since virtually all prospective students viewed ICC's website before enrolling (ICC's own ads directed viewers to the website), these (mis)representations were seen by every Plaintiff and substantially the entire Class.
- 38. Over the course of the Fraud, Defendants made the following written representations to each Plaintiff and Class member:
  - (1) Promises that an ICC Education Will Land You a Job as a Chef and You Can "walk straight into a top culinary job"
- 39. To justify the school's outrageous tuition prices, ICC aggressively markets itself as providing students the opportunity to "become a Chef in 6 months" by attending the school and, upon graduating "walk straight into a top culinary job."
- 40. The promise of graduating students as "*Chefs*" is significant—it's a matter of ranking, or tiers, within the culinary field—and is a title distinct from "cooks."
- 41. Traditionally, a person occupying an entry level cooking position is called a "cook" or "line cook." Such jobs are hourly and low paying. Generally speaking, line cooks perform the menial duties (e.g., chopping vegetables or meat) within the kitchen that do not

allow for much, if any, individual creativity or expression.

- 42. A "Chef" is a senior management position. Chefs oversee and direct cooks, and are oftentimes provided with significant discretion over the recipes, menus, and the purchasing of supplies and ingredients.
- 43. Traditionally, advancing up the ladder from "cook" to "Chef" is a journey that takes years, many of which may be spent earning wages that require the cook to live below the poverty line.
- 44. Therefore, Plaintiffs, and prospective students in general, viewed ICC's guarantee that they would "become a Chef in 6 months" as a material promise meaning that, by going to ICC, they could shortcut the menial, low-paying rungs of the job ladder and move straight into a managerial role that would allow them more creativity and discretion—and pay them a significantly higher starting wage.
- 45. The promise of a "shortcut," allowing graduates to avoid years of unfulfilling, menial, low-paying "cooking" work, is exemplified by ICC's own website. A page, titled "Top Culinary Jobs" page) hammers this home. It begins, under the bold-faced heading, "You Won't Just Learn to Cook. You'll Learn to Succeed," by acknowledging that ICC understands that students are "not coming to cooking school." (Exhibit A at p.1.) Rather, "[y]ou're coming here to learn to be a 21st-century *chef* with a shot at obtaining the world's *top culinary jobs*." (*Id.* (emphasis added).)
- 46. The page continues by stating that upon graduating, ICC students can "walk straight into a top culinary job." (Id. at 2 (emphasis added).)

9

<sup>&</sup>lt;sup>2</sup> A copy of the page, as it appeared on January 20, 2014, is attached hereto as Exhibit A, available online at <a href="http://www.internationalculinarycenter.com/culinary-topics/top-culinary-jobs">http://www.internationalculinarycenter.com/culinary-topics/top-culinary-jobs</a> (last visited June 3, 2014). As of January 20, 2014, the page was the second-ranked (non-Google ad) result from a Google search for "international culinary center jobs" (the first was a page for prospective employers, not students).

- 47. The "Top Culinary Jobs page" repeats and reinforces this theme throughout. For example:
  - a. That "[t]he International Culinary Center is different [from a cooking school] because it prepares you for *top culinary jobs* around the world *and not just jobs in the kitchen*." (Exhibit A at p.1 (emphasis added).)
  - b. Under the bold-faced heading, "What Do We Offer that Other Schools Do Not?," that ICC students "can be sure" that the school's job placement services "can help you leave here as a *thoroughly prepared*, *international contemporary chef* for *top culinary jobs*." (*Id.* at 1 (emphasis added).)
  - c. That students enroll at ICC so that they will "be ready to work in a *top culinary job* anywhere in the world." (*Id.* at 1 (emphasis added).)
  - d. A bold-faced heading "You'll Be Ready for a World-Class Kitchen in 6 to 9 Months." (*Id.* at p.2.)
  - e. That "we *ensure* that what you learn can be taken to the real-world the minute you leave our doors. *It doesn't take years.*" (*Id.* at 2 (emphasis added).)
- 48. Defendants' other sales and marketing efforts make clear their message that a culinary degree from ICC will make the prospect a Chef. Upon information and belief, Defendants provide training and specific scripts and flowcharts to their salespeople so that, when prospects respond to "become a Chef" advertising, salespeople stand ready to draw them in through a choreographed series of scripts and stages of solicitation.
- 49. Representative examples of advertisements that utilize the "become a Chef in 6 months" sales pitch include, but are not limited to, the following:
  - a. A video and print advertisement, titled "International Culinary Center: A School for 21st Century Chefs," (hereinafter "21st Century Chefs Video Ad") which promises: "Become a successful chef in as few as sixmonths!" A screen grab featuring this statement is attached hereto as Exhibit C at p.1.

10

\_

<sup>&</sup>lt;sup>3</sup> Available at <a href="https://www.youtube.com/watch?v=Nf0E3u00LYI">https://www.youtube.com/watch?v=Nf0E3u00LYI</a>, uploaded on July 19, 2012 (last visited Jan. 17, 2014).

- b. A post on ICC's Facebook page, attached hereto as Exhibit D, promises: "Become a Pastry Chef in just 6 months!" (*Id.* at p. 8).
- c. Under the category "Top Ads" for ICC, on search marketing website www.ispionage.com, the page notes eight ads that use the phrases "Become a Chef in 6 Months," "Get Chef Training in Only 6 Months," "Get Professional Chef Training in Only 6 Months," and "Train to Become a Chef in Only Six Months." One ad also claims the education is endorsed by the military: "See why 300 generals/admirals approve." Another claims the school has "over 15,000 Successful Alumni."
- 50. Additionally, a video advertisement titled "Successful Chefs," (hereinafter "Successful Chefs Video Ad") begins with a screen bearing the school's name and the (apparently trademarked) phrase: "Where Successful Chefs Start<sup>TM</sup>." A screen grab featuring this statement is attached hereto as Exhibit E at p.1.
- 51. The Successful Chefs Video Ad prominently features throughout a link to www.beasuccessfulchef.com.
- 52. Typing "<u>www.beasuccessfulchef.com</u>" into a web browser redirects the user to ICC's webpage (<u>www.internationalculinarycenter.com</u>).
  - (2) Promises that Paying for an ICC Education Makes Economic Sense and that a Robust Career Services Department Would Provide Personalized and Effective Job-Placement Support
- 53. Defendants understood that, because ICC is a vocational school that charges a hefty price for their programs—and particularly in light of the short (e.g., 6 month) duration of those programs—they needed to convince prospective students that paying more than \$45,000 makes economic sense.
  - 54. To further that end, ICC made numerous representations, including the use of

11

<sup>&</sup>lt;sup>4</sup> Attached as Exhibit B. Also available at <a href="http://www.ispionage.com/Competitive\_Intelligence\_directory/i/8/international\_culinarycenter\_edu\_99652485">http://www.ispionage.com/Competitive\_Intelligence\_directory/i/8/international\_culinarycenter\_edu\_99652485</a> (last visited Jan. 22, 2014).

<sup>&</sup>lt;sup>5</sup> Available at <a href="http://www.youtube.com/watch?v=KDYsmzOoaAI">http://www.youtube.com/watch?v=KDYsmzOoaAI</a>, uploaded on July 19, 2012 (last visited Jan. 22, 2014).

statistics, to leave prospective students with the impression that an ICC education was a good (*i.e.*, economically rational) investment.

- 55. This message was implied and/or expressed by each of the representations described herein. One example is the Successful Chefs Video Ad, which, at the 2:01 mark, claims that, even "[i]n this cold economy, the culinary industry is hot." (Exhibit E at p.2.)
- 56. ICC's "Top Culinary Job" page frequented by Plaintiffs and other prospective students promises that "four full-time career placement counselors constantly work at making sure that our grads get the *best possible jobs*." (Exhibit A at p.2 (emphasis added).)
- 57. Other illustrative examples of representations intended to convince prospective students that ICC's robust career services department would help them obtain lucrative, non-entry-level, jobs upon graduating include, but are not limited to the following:
  - a. The "Top Culinary Jobs" page, which claims that the career services department posted "more than 8,500 *top culinary job* listings" and then promised that "no school can help you attain your dream in a *top culinary job* better than the International Culinary Center." (Exhibit A at p.1 (emphasis added));
  - b. The "Top Culinary Jobs" page, which claims that, in 2012, career services "posted more than 8,500 *top culinary job listings*, which equates to an average of 6 unique postings for every graduate." (Exhibit A at p.1 (emphasis added));
  - c. Another page, (the "<u>Why Choose ICC</u>" page), which promises "you can be sure that our placement services—which last for the whole of your career—can help you leave here as a thoroughly prepared, international contemporary *chef*." (Exhibit F at p.1 (emphasis added));<sup>6</sup> and
  - d. A copy of ICC-CA's April through December 2011 Catalog, attached hereto as Exhibit G at p.14, <sup>7</sup> claiming that career services provides "Individualized career advising and résumé writing assistance."

\_\_\_

<sup>&</sup>lt;sup>6</sup> The "Why Choose ICC" page also has the same representations as the "Top Culinary Jobs" page referenced immediately above, except that it lacks the reference to "top culinary jobs."

Also available at http://www.bppe.ca.gov/annual\_report/2011/76587321\_cat.pdf.

- 58. Defendants furthermore provided statistics to reinforce the notion that their graduates had a strong track record of successful placements. For example, the 21st Century Chefs Video Ad claims, at the 2:04 mark: "Our career services department is recognized as a leader in job placement. 80% of our students choose to go directly to work after graduation." (Exhibit B at p.3.) (Note that, in addition to providing erroneous statistics, this claim is phrased in a misleading manner: by stating that 80% of graduates "choose" to work, it implies that the other 20% could have obtained jobs but *chose* not to do so.)
- 59. Other advertisements claim that all, or almost all, of the alleged 15,000 ICC graduates (most of whom graduated from the now-defunct French Culinary Institute) are "successful"—which, in the context of ICC's field and other representations, is reasonably viewed by Plaintiffs and the Class as an assurance that graduates obtain jobs as "Chefs" or equivalent positions. Representative examples of these representations include, but are not limited to the following:
  - a. The 21st Century Chefs Video Ad, which (a) states prominently, below the video: "Become a successful chef in as few as six-months!" and (b) states, at the 0:31 mark, "Our 15,000 alumni are culinary stars, successful chefs, and entrepreneurs." (Exhibit B at pp. 1–2).
  - b. The Successful Chefs Video Ad (Exhibit E), which (a) makes the claim in its title and the phrase "Where Successful Chefs Start<sup>TM</sup>"; (b) at the 2:39 mark, states "This is where successful entrepreneurs start"; and (c) throughout the ad, directs users to the website <a href="www.beasuccessfulchef.com">www.beasuccessfulchef.com</a>, with then automatically redirect the user to ICC's website.
- 60. Defendants further represented that ICC had an excellent reputation in the food service industry and that its graduates were highly sought after by employers.
- 61. Defendants also represented that their program was special, and therefore justified the high price tag, because they could offer an exclusive and unparalleled level of "access" to top

chefs, including some graduates of the now-defunct French Culinary Institute, that allowed them to fulfill their promise that a student would "become a Chef in 6 months" by attending ICC.

- 62. In some instances, Defendants acknowledged that graduates may start as line cooks. But, when doing so, Defendants represented to prospective students that they would be able to obtain *elite* line cook positions—which offer high salaries—usually only available for line cooks with years of experience, and which pay far more than the typical line cook position. On such occasions, Defendants intended prospective students to get the impression that, regardless of whether they obtained a position as a chef or line cook upon completing their program of study, they would be able to obtain a position much higher, and better paying, than they would without an ICC education.
  - C. <u>Oral misrepresentations: Defendants Disguise a "Sales Pitch" as an "Admissions Interview"</u>
    - (1) Plaintiffs' Experiences are Common and Instructive of the Experiences of the Class as a Whole
- 63. Plaintiffs' experiences with ICC salespersons, posing as "admissions representatives" or "assistant deans of admissions," as described below are common and representative of all interviews with prospective ICC students and the class as a whole.
- 64. Defendants provided their admissions representatives with extensive training, marketing materials, scripts, sample Q&A sessions, flowcharts, and detailed instructions on how to convert a lead into an enrollment without regard for whether or not the course of study fits the student, or whether the student can afford the course of study. Prospective applicants were recruited to apply to and attend ICC in a high pressure environment—sales calls quickly followed inquiries and a mechanized process was used to create an artificial sense of urgency.
- 65. When an admissions representative met with a student, the admissions representative introduced himself or herself as an "Assistant Dean of Admissions."

- 66. Defendants did not disclose to prospective students that their admissions representatives were quota-driven salespeople.
- 67. Rather, Defendants misled prospective students about their admission representatives' role at the school and their purpose for meeting with the prospects.
- 68. Defendants understood that Plaintiffs and the Class were applying to ICC because they wanted to obtain "top culinary jobs" upon graduating without having to first endure years of tedious, entry-level kitchen work.
- 69. The purpose of these highly scripted performances was to convince the prospective students that attending ICC was an economically rational decision. Defendants used scripted misrepresentations, half-truths, and omissions to encourage this belief.
- 70. Plaintiffs and the Class reasonably believed Defendants' sales pitch and, in reliance upon what they were told, paid upwards of \$45,000 each in tuition to Defendants.

### (2) Plaintiff Larry Grabovan

- 71. The following are specific allegations relating to named Plaintiff Grabovan and the fraudulent misrepresentations, concealments, and non-disclosures perpetrated by Defendants against him. These actions are not unique to Grabovan, but representative of the content, type, and nature of the false and fraudulent representations made by Defendants throughout the time period alleged in this complaint.
- 72. Grabovan was a student at ICC's New York campus from on or about March 5, 2012 until on or about August 22, 2012. He was enrolled in, and completed, the school's Classic Culinary Arts program.
  - 73. Grabovan was passionate about pursuing a career as a Chef.
  - 74. Grabovan learned of ICC while researching east coast culinary schools online

and, eventually, was steered towards ICC's website.

- 75. Grabovan was encouraged by what he saw on ICC's website. In particular, and without limitation, Grabovan saw the "Top Culinary Jobs" page, or a page substantially similar to the page attached hereto as Exhibit A.
- 76. Many of the specific (mis)representations present on the "Top Culinary Jobs" page are described or repeated, in detail, *supra*. But, suffice to say, Grabovan was encouraged and taken in by Defendants' claims that an ICC education would allow graduates to bypass entry level positions and jump straight into "Chef" positions, or equivalent "top culinary jobs."
- 77. Although Grabovan was concerned about the price tag of an ICC education, ICC's marketing convinced him that it was justified by the education he would receive and promises that he could immediately attain a top culinary job as a "Chef" or equivalent position upon graduation.
- 78. Encouraged by ICC's representations, Grabovan followed the instructions on ICC's website to arrange an interview with an employee that ICC held out as an "admissions representative."
- 79. Grabovan met with an ICC admissions representative named John Davis in or about February 2012. John Davis is listed on ICC's website as a "Student Advisor[]." His job title is "Senior Associate Director, Admission." (Exhibit H.)<sup>8</sup>
- 80. At the interview, John Davis reinforced what Grabovan had read in ICC's written statements. In particular, the representative guaranteed Grabovan that he would obtain a good kitchen job upon graduating. Grabovan interpreted the employee's statements, in conjunction with ICC's other enticements (*e.g.*, those on the "Top Culinary Jobs" page) that an ICC education would allow him to bypass traditional entry-level kitchen jobs (*e.g.*, line cook), to

16

<sup>&</sup>lt;sup>8</sup> Also available at <a href="http://www.internationalculinarycenter.com/staffs/john-davis/">http://www.internationalculinarycenter.com/staffs/john-davis/</a> (last visited June 3, 2014).

mean that he could expect to begin his post-ICC career as an assistant "Chef," commonly referred to in the industry as a "Sous Chef."

- 81. John Davis said nothing to dispel, clarify, or qualify—and in fact, further reinforced—the school's representations, relied upon by Grabovan, that graduating from ICC would immediately lead to a "top culinary job" that offered a position and pay rate substantially higher than what he could receive without an ICC education.
- 82. John Davis also told Grabovan that the interview was part of a selective (*i.e.*, competitive) admissions process. This impression was reinforced by the following representations:
  - a. John Davis told Grabovan that he would have to pay a \$100 "application fee" for the school to review his application;
  - b. John Davis told Grabovan that the fee is used to screen potential applicants to determine whether they are a good fit for the school;
  - c. In particular, John Davis told Grabovan, the school considers a prospective student's personal qualities and what culinary experience and knowledge he or she already possesses; and
  - d. John Davis told Grabovan that, after completing the admissions process, including the screening, an ICC representative would get back to Grabovan to let him know whether he was "accepted" or not.
- 83. John Davis never disclosed that ICC accepts virtually all applicants, so long as they have a high school degree or equivalent certification.
- 84. Like all applicants, ICC required that Grabovan apply via their website. Grabovan did apply through their website in or about February 2012, and was accepted.
- 85. Grabovan paid more than \$46,000 in tuition, plus other required fees, for the Classic Culinary Arts program.
  - 86. But for the oral representations of Defendants' employees, the written

representations provided by Defendants, and Defendants' concealment of, failure to disclose, the truth about its graduates' career paths, job opportunities, income opportunities, and prospects of ever becoming a Chef, Grabovan would not have agreed to attend ICC, would not have paid the more than \$46,000 in tuition to attend ICC, and would not have taken out loans to attend ICC.

- 87. After he graduated, Grabovan first learned that the representations made by Defendants were false, and that facts that Defendants had concealed and not disclosed were important ones. ICC's reputation was not as good as he had been led to believe because prospective employers told Grabovan that, in their opinion, it made little difference whether a job applicant graduated from a culinary school.
- 88. Grabovan's first job after graduating from ICC was not a Chef position. Rather, Grabovan was only able to obtain an entry-level position (i.e., one that he could have obtained without ever previously stepping foot in a kitchen) as a prep cook at Union Square Events, a catering company. This job paid \$11 per hour and involved such menial tasks as washing carrots, which Grabovan hoped to avoid, and was led to believe he could avoid, by going to ICC.
- 89. Grabovan found this job on his own, after seven months of searching. Indeed, contrary to ICC's representations of having an elite career services department, they did not help him obtain this job, or any other.
  - 90. Grabovan is still employed by Union Square Events in a non-chef position.
- 91. As a result of the low wages Grabovan earned, he struggles to repay his sister, who lent him approximately \$45,000 to cover his tuition. Currently, Grabovan still owes more than \$40,000 to his sister and is only periodically able to make payments.
- 92. Defendants' statements obligated Defendants to disclose the whole truth about their program. But they did not and instead concealed it. Specifically, at no time did Defendants,

or any of them, disclose to Grabovan that ICC graduates could only reasonably hope for entry level positions following graduation, positions that were available without an expensive culinary education, that experience counted for much more than education in the trade, and that ICC graduates had a negligible chance of ever becoming Chefs. Instead, Defendants concealed these facts and employed scripts to deflect any inquiries that would tend to dispel their fantasy that an ICC education is an economically rational decision. At all times Grabovan was ignorant of the job market for ICC graduates and their skills and actually and reasonably relied on Defendants' false statements and omissions.

## (3) Plaintiff Daniel Oglander

- 93. The following are specific allegations relating to named Plaintiff Oglander and the fraudulent misrepresentations, concealments, and non-disclosures perpetrated by Defendants against him. These actions are not unique to Oglander, but representative of the content, type, and nature of the false and fraudulent representations made by Defendants throughout the time period alleged in this complaint.
- 94. Oglander was a student at ICC's New York campus from in or about June, 2009 until in or about April, 2010. He was enrolled in, and completed, the school's Classic Culinary Arts program.
  - 95. Oglander was passionate about pursuing a career as a Chef.
- 96. Oglander learned of ICC while researching east coast culinary schools online and, eventually, was steered towards ICC's website.
- 97. Oglander was encouraged by what he saw on ICC's website. In particular, and without limitation, Oglander saw the "Top Culinary Jobs" page, or a page substantially similar to the page attached hereto as Exhibit A.

- 98. Many of the specific (mis)representations present on the "Top Culinary Jobs" page are described or repeated, in detail, *supra*. But, suffice to say, Oglander was encouraged and taken in by Defendants' claims that an ICC education would allow graduates to bypass entry level positions and jump straight into "Chef" positions, or equivalent "top culinary jobs."
- 99. Although Oglander was concerned about the price tag of an ICC education, ICC's marketing convinced him that it was justified by the education he would receive and promises that he could immediately attain a top culinary job as a "Chef" or equivalent position upon graduation.
- 100. Encouraged by ICC's representations, Oglander followed the instructions on ICC's website to arrange an interview with an employee that ICC held out as an "admissions representative."
  - 101. Oglander met with an ICC admissions representative in or about September 2009.
- 102. At the interview, the ICC representative reinforced what Oglander had read in ICC's written statements. In particular, the representative guaranteed Oglander that he would obtain a good kitchen job upon graduating. Oglander interpreted the employee's statements, in conjunction with ICC's other enticements (*e.g.*, those on the "Top Culinary Jobs" page) that an ICC education would allow him to bypass traditional entry-level kitchen jobs (*e.g.*, line cook), to mean that he could expect to begin his post-ICC career as an assistant "Chef," commonly referred to in the industry as a "Sous Chef."
- 103. The ICC representative said nothing to dispel, clarify, or qualify—and in fact, further reinforced—the school's representations, relied upon by Oglander, that graduating from ICC would immediately lead to a "top culinary job" that offered a position and pay rate substantially higher than what he could receive without an ICC education.

- 104. Oglander was also shown a book by ICC personnel that purported to represent the pay scales for ICC graduates at the jobs they attained after graduating from ICC. ICC's salary book claimed that certain graduates attained positions as Sous Chefs, with salaries between \$60,000 to \$80,000, and Chefs, making \$150,000 or more. The lowest reported salary reported in ICC's book was \$30,000.
- 105. Like all applicants, ICC required that Oglander apply via their website. Oglander did apply through their website in or about September 2009, and was accepted.
- 106. But for the oral representations of Defendants' employees, the written representations provided by Defendants, and Defendants' concealment of, and failure to disclose the truth about its graduates' career paths, job opportunities, income opportunities, and prospects of ever becoming a Chef, Oglander would not have agreed to attend ICC and would not have taken out loans to attend ICC.
- 107. After he graduated, Oglander first learned that the representations made by Defendants were false, and that facts that Defendants had concealed and not disclosed were important ones. ICC's reputation was not as good as he had been led to believe because prospective employers told Oglander that, in their opinion, it made little difference whether a job applicant graduated from a culinary school.
- 108. Oglander's first job after graduating from ICC was not a Chef position. Rather, Oglander was only able to obtain an entry-level position (*i.e.*, one that he could have obtained without ever previously stepping foot in a kitchen) as a line cook at the Museum of Modern Art. This job paid \$9 per hour.
- 109. As a result of the low wages Oglander earned, he struggles to make payments on his student loans. Currently, Oglander owes approximately \$50,000 on his outstanding student

loans. Because of the enormous burden placed upon him by these loans, Oglander has sought numerous deferments and an extended repayment schedule. Currently, due to the extended repayment schedule, Oglander pays approximately \$340 per month. But, even this is difficult to manage on his income and, due to the extended repayment plan, he will be saddled with these loans (and paying interest on them) for decades to come.

- 110. Furthermore, as a result of the low wages Oglander earned, and the realization that his time at ICC did not provide him with the access to the Chef or other "top culinary jobs" that Defendants promised, Oglander left the culinary field without ever attaining a Chef position or other "top culinary job" that Defendants promised.
- their program. But they did not and instead concealed it. Specifically, at no time did

  Defendants, or any of them, disclose to Oglander that ICC graduates could only reasonably hope
  for entry level positions following graduation, positions that were available without an
  expensive culinary education, that experience counted for much more than education in the trade,
  and that ICC graduates had a negligible chance of ever becoming Chefs. Instead, Defendants
  concealed these facts and employed scripts to deflect any inquiries that would tend to dispel their
  fantasy that an ICC education is an economically rational decision. At all times Oglander was
  ignorant of the job market for ICC graduates and their skills and actually and reasonably relied
  on Defendants' false statements and omissions.

# D. <u>Defendants Lied; their Representations Were False, Misleading, and Omitted</u> <u>Material Facts</u>

112. As Defendants knew, each of these representations was misleading. The true facts, which Defendants had a duty to disclose, were as follows:

- (1) The vast majority of ICC graduates are not hired as Chefs or other "top culinary jobs"
- 113. Defendants sold the Class on the idea of quickly becoming Chefs while knowing that few graduates ever attain Chef jobs.
- 114. If graduates find employment in the culinary industry at all, they are hired into entry level positions as line cooks, prep cooks, or other similar positions. On average, these entry level positions paid graduates significantly less than the wages Chef positions typically pay.
- 115. In reality, only years of experience in restaurant kitchens working at low wages, and/or truly exceptional ability and skills that are not acquired in 6 months of culinary school, including leadership ability and management skills (for which Defendants' "admissions" personnel do not screen at all) could ever qualify anyone to be a Chef.
  - 116. Attending or graduating from ICC does not qualify anyone to be a Chef.
- 117. Because of the experience and skills required to become a Chef, and the economic burden imposed by the debt an ICC education entails, perhaps 1 in 50 graduates will ever become a Sous Chef, and 1 in 200 will ever become a Chef. And, by the time they do their debt will have become so great that they will continue to live in effective poverty for many, many years.
- 118. In other words, the vast majority of ICC graduates will never get what Defendants promised—a Chef job—and virtually none will ever enjoy any net financial benefit from having gone to ICC.
- 119. Defendants knew that ICC's Programs did not lead to Chef jobs in the short term for the vast majority of graduates.
  - 120. As required by California and New York law, Defendants surveyed all recent

Program graduates regarding their jobs and salaries. These surveys revealed that the vast majority of recent graduates were not working as Chefs, but were working in entry level positions. Moreover, as ICC knew, most restaurant workers are paid by the hour, so that restaurants may control costs by sending employees home when the night or day is slow.

- 121. Moreover, and again, Defendants did not compile any meaningful data regarding graduates' medium or long term wages or their prospects after graduation, and/or of their progress toward becoming Chefs, but instead remained willfully ignorant of this information.

  Defendants, at all relevant times, had no reasonable ground for believing that any significant percentage of ICC graduates would ever become Chefs, and in fact knew that they would not.
- 122. Accordingly, by representing that ICC's Programs lead to Chef or "top culinary jobs," while failing to disclose that they had no factual basis for that assertion, Defendants knowingly and intentionally or recklessly misled Plaintiffs and the Class.
  - (2) Most ICC graduates do not earn a sufficient income to cover their monthly student loan debts
- 123. Based on their data, Defendants knew that most graduates earned significantly less than \$30,000 in the culinary field.
- 124. Had Defendants shared what they know with prospective students, Plaintiffs and others would have known that an ICC education does not result in a substantially higher pay rate than the \$9 to \$12 per hour that entry level jobs pay.
- 125. But, rather than share the entirety of that data with prospective students,

  Defendants selectively chose which salary outcomes they would disclose to students, so that the salary outliers appeared to be the norm.
- 126. Based on these misrepresentations, Plaintiffs and the Class reasonably believed that an ICC education would benefit them financially.

- 127. Defendants only disclosed more accurate—yet still incomplete—numbers and salary data after a student had been sold on paying the exorbitant price for an ICC education.
- 128. Because ICC graduates can only find employment in the same entry level positions they could have obtained without ever attending ICC, and since those positions pay significantly less than Chef-level wages, they cannot satisfy their student loan debt while also maintaining a minimal standard of living.
- 129. Therefore, many graduates are forced out of the culinary industry before they can ever gain the experience necessary to become Chefs.
- 130. Others become delinquent, and eventually default, on their students loans. These loans are not dischargeable in bankruptcy and therefore burden ICC graduates for life.
  - (3) Defendants' career services staff are unable to help place graduates as Chef or other "top culinary jobs" and, in fact, do little more than aggregate publicly available job postings that are not "unique" to ICC grads
- 131. Contrary to ICC's representations, ICC did not have an aggressive on-site job placement agency with a great track record for successful placements and did not provide lifetime Career Services support. Career Services personnel did little more than direct graduates to websites with job listings that they could find themselves, such as Craigslist, or provide compilations of such listings mined from such websites.
- 132. Contrary to Defendants' representations, ICC does not provide students with any meaningful assistance in finding employment. ICC does not have an extensive network of contacts and close relationships with prestigious restaurants and other food service industry employers with which ICC graduates can obtain employment. Rather, most ICC students find jobs in the industry solely as a result of their own efforts and despite their ICC "credentials," with little or no assistance from ICC.

133. Rather than disclose these facts, Defendants actively concealed them. ICC's salespeople were directed to, and pursuant to Defendants' policies did, methodically avoid any and all discussion of the foregoing true facts. If prospective students raised the issues, the quotadriven salespeople lied or changed the subject.

## (4) Defendants Job Placement Rates Are Misleading

- based only on "Chef" or equivalent positions, but on any position in the "hospitality" industry obtained by any graduate. Thus, a graduate who obtained a position as a Starbucks barista, an \$8-an-hour prep cook, a hot dog stand operator, or a "food runner" at multiple mass service events, would be considered to have been "placed" for purposes of these statistics. Part-time and "freelance" employees were also considered "placed." ICC's placement statistics reflected almost entirely jobs like these paying \$12 an hour or less. Because Plaintiffs and the Class reasonably understood these placement rates to refer to Chef-type positions that would pay enough to service the cost of borrowing and paying for ICC when they would not and did not, the placement statistics were grossly false and misleading.
- 135. Defendants knew that the placement rates were not based only on "Chef" or equivalent positions because they themselves had sought and obtained the raw data upon which the statistics were based, had decided what jobs to consider as successful placements, and calculated the resulting placement rates. Defendants also knew that prospective students believed the placement rates were based on Chef and similarly well-paying positions because they were the ones that had led them to this belief and because counting as successful placements other, inferior positions (the kind actually counted) was inconsistent with numerous other representations made by Defendants as alleged above.

- 136. Moreover, Defendants included these non-chef positions knowing many employers in the field did not care whether a job applicant attended culinary school. To employers, only on-the-job experience matters.
  - (5) There is no selectivity in ICC's admissions process, or at least none dependent upon ability or suitability
- 137. ICC's admissions process is not selective, at least in the sense that applicants are meaningfully screened based upon their ability or suitability to become Chefs.
- 138. Anyone with a high-school diploma and/or a GED who is judged able to obtain a loan and show up for at least the first few days of class (thereby enabling ICC to retain a healthy chunk of the student's tuition) is admitted.
- 139. The interview process, including the strategy of holding out their salespeople as "student advisors" and assistant "deans" or "directors," is solely designed to make the target student more likely to sign up and show up, not to screen the target student in any way.
  - (6) Defendants had Notice of their Admissions Representatives'
    Misrepresentations—and Encouraged their Employees to Deceive
    Prospective Students
- 140. Defendants were on notice at all relevant times that these misrepresentations and lies were being told to prospective students by their employees and, in fact, rewarded their top sales people who, of necessity, were the ones telling these lies.
- 141. Grossly misled, and reasonably relying on Defendants' misrepresentations,
  Plaintiffs and the majority of the Class borrowed large sums of money, often at high interest
  rates, and enrolled in ICC. As a result, Plaintiffs and the Class have been damaged by, among
  other things: (1) borrowing the cost of attending ICC at high interest rates; (2) paying tuition to
  Defendants; (3) paying interest, penalties, and other charges on student loans that Defendants
  induced them to take out to pay tuition; (4) losing time and income that they otherwise would

have earned; and (5) incurring severe long-term damage to their credit including, but not limited to, their ability to obtain credit for auto loans, additional student loans, home loans, and credit cards. Plaintiffs have been damaged in other and further ways subject to proof at trial.

## E. Additional Actionable Nondisclosures

- 142. Because of all they said, Defendants had a duty to disclose to their prospective students, and instead knowingly and willfully failed to disclose and actively concealed and trained their employees and agents to conceal, the following true facts of which Plaintiffs and all members of the proposed Class were ignorant at all relevant times:
  - a. That an ICC education does not result in a graduate obtaining a job beyond that for which the graduate would have qualified without it;
  - b. That graduates will obtain only low-paying entry level jobs like prep-cook and line-cook jobs at \$9 to \$12 an hour;
  - c. That graduates will be unable to live and service their ICC-generated student-loan debt on these wages;
  - d. That few if any graduates will ever earn \$60,000 a year or more working in the culinary industry, and (perhaps with the very rare exception) none will do so at any time near their graduation;
  - e. That there are more culinary industry graduates in New York and California than job opportunities that pay a wage sufficient to support an above-the-poverty-line standard of living while servicing the student loan debt students will incur by attending ICC;
  - f. That experience is valued far more than education in the culinary field and a culinary degree is not necessary or highly valued by managers and employers, whereas experience is;
  - g. That few, if any, persons knowledgeable about the employment practices of the industry would recommend an ICC education as an economically sensible approach to a culinary career;
  - h. That in fact an ICC education renders a culinary career impossible for most graduates because the resulting debt burden precludes the years of experience at low wages required to develop the skills and judgment required to find employment as a Chef; and

- i. That few if any of ICC's graduates have the inherent abilities to work as a Chef or Executive Chef and ICC does not test for those abilities in any way sufficient to ensure that graduates have the potential (never mind any assurance) of obtaining and/or succeeding at that job.
- 143. It was, and is, the custom and practice of Defendants to make each of the above described representations, omissions, and concealments to recruit each prospective applicant and induce them to attend ICC in reliance thereon. Prospective applicants are recruited to apply to and attend ICC in a highly scripted, high pressure environment—sales calls quickly follow inquiries and a mechanized process is used to create an artificial sense of urgency. Prospects are further bullied into buying with questions about whether they are actually committed enough and deserving enough to attend the school.
- 144. The primary thrust of Defendants' representations and concealments was and is to create the impression in the prospective student that (1) an ICC education would allow them to get a Chef job earning Chef pay; (2) the placement statistics shown to students were representative of individuals who had gotten Chef jobs earning Chef pay; and (3) that the students would be financially better off having obtained an ICC education, even with the tuition, expenses, and loans necessary to get the degree, than if they did not obtain such a degree.

## **CLASS ACTION ALLEGATIONS**

145. Plaintiffs bring this lawsuit on behalf of themselves and on behalf of all other persons similarly situated pursuant to Fed. R. Civ. P. 23. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

### A. Description of the Class

146. This suit is brought on behalf of the Class, which consists of all current or former students enrolled in Defendants' Culinary Chef Programs and Pastry Chef Programs and their various iterations and add-ons (*e.g.*, the "Farm-to-Table" program offered to ICC-CA students).

- 147. The Class does not include current or former students who only attended one or more of Defendants' short term, or "amateur" programs (*e.g.*, two day or two week classes).
- 148. The exact number of members of the Class as identified above is not known. But within the applicable statutory limitations period, no fewer than thousands of consumers paid hundreds of millions of dollars for ICC's educational services after seeing and/or hearing Defendants' fraudulent communications and omissions, which concern highly material reasons for attending the school that were patently calculated and made to induce enrollment, payment, and attendance. Joinder of individual members is therefore impracticable.

## B. A Class Action is Proper and Preferred

- 149. There are common questions of law and fact in the action that relate to and affect the rights of each member of the Class, namely:
  - a. The relief sought is common to the entire Class. Each affected class member will also be entitled to a pro rata share of punitive damages imposed upon Defendants in this case; and
  - b. The claims of Plaintiffs, as representatives of the Class identified above, are typical of the claims of the Class. The claims of all members depend upon a showing of the acts and omissions of Defendants described herein giving rise to the right of all plaintiffs to the relief sought.
- 150. There is no conflict as between the individually named Plaintiffs and other members of the Class with respect to this action, or with respect to the claims for relief herein set forth.
- 151. The named Plaintiffs are the representative parties for the Class. Plaintiffs are able to and will fairly and adequately protect the interests of the Class.
- 152. The attorney(s) for Plaintiffs are well-credentialed and are experienced and capable in the field of consumer protection litigation. They have successfully prosecuted similar claims in other, highly similar litigation. Of the attorneys designated as counsel for Plaintiffs,

- Ray E. Gallo and Patrick V. Chesney will be primarily responsible for this case and will serve as lead trial counsel. In addition, Plaintiffs have hired experienced federal court practitioners at Yankwitt LLP to serve as local counsel.
- 153. Certification of the Class is appropriate under applicable law. The questions of law and fact common to the members of the class predominate over any questions affecting only individual members. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, and will create a substantial benefit to both the public and the courts in that:
  - a. Costs of prosecuting the action individually will vastly exceed the costs for prosecuting the case as a class action;
  - b. Class certification will obviate the necessity of a multiplicity of claims;
  - c. It is desirable to concentrate the litigation of these claims in this forum; and
  - d. Unification of common questions of fact and law into a single proceeding before this Court will reduce the likelihood of inconsistent rulings, opinions, and decisions.
- 154. A class action is a superior means of fairly and efficiently resolving this dispute.

  The size of the individual claims does not warrant the cost of individual litigation of the magnitude and complexity necessary to combat the Defendants' illegal conduct.
- 155. Notice to the proposed class will be accomplished through Defendants' own records of its students.

#### C. Students who attended ICC-CA may assert New York statutory claims

- 156. Members of the Class who attended ICC-CA may assert statutory claims under New York law because the majority of their admissions transactions with ICC occurred within New York.
  - 157. During the relevant period, ICC required all applicants to the California Campus

apply through ICC's website. ICC's website is operated by personnel within the State of New York.

- 158. Therefore, via ICC's website, applications by all members of the Class, regardless of which campus they attended, were received in New York.
- 159. Additionally, once the applications were received, they were processed by personnel and computers located in New York. Accordingly, the decision on whether to "admit" the prospective student was also made in New York and, when students were notified of their acceptance, that notification originated from New York.

## **COUNT I**

## Fraud (By all Plaintiffs and the Class and Against all Defendants)

- 160. Plaintiffs incorporate paragraphs 1 through 159 as though repeated herein.
- 161. As part of the Fraud, Defendants knowingly and intentionally made numerous false and/or misleading representations of material fact with the intent to deceive and/or induce reliance by Plaintiffs and the Class. The Defendants further failed to disclose and concealed facts that they were required to disclose to prevent other statements that they had made from being false and misleading. Plaintiffs and the Class actually and reasonably relied on these misrepresentations, omissions, and concealments resulting in substantial damages to Plaintiffs and the Class in the form of tuition and expenses paid, loan principal and interest obligations incurred, work time lost, life opportunities lost, damage to credit, and emotional, psychological, and other injuries incurred.
- 162. As a direct and proximate result, each Plaintiff and each Class member has been damaged in a sum in excess of the jurisdictional limits of this Court.
  - 163. Defendants' herein-alleged wrongful acts and omissions, and each of them, were

knowingly, willfully, intentionally, maliciously, oppressively, and fraudulently undertaken with the express purpose and intention of defrauding Plaintiffs and the Class, and each of them, all to the substantial financial benefit of Defendants, and each of them, entitling Plaintiffs and the Class to punitive damages.

### **COUNT II**

# Negligent misrepresentation (By all Plaintiffs and the Class and Against all Defendants)

- 164. Plaintiffs incorporate paragraphs 1 through 163 as though repeated herein.
- 165. Defendants represented to each Plaintiff and each Class member that the false Facts constituting the Fraud were true.
  - 166. Each representation constituting the Fraud was not true.
- 167. Although Defendants, and each of them, may have honestly believed that those representations were true, they had no reasonable grounds for believing those representations were true when they made them.
- 168. Defendants, and each of them, intended that each Plaintiff and each Class member rely upon those representations.
  - 169. Each Plaintiff and each Class member did rely upon those representations.
- 170. Plaintiffs and the Class actually and reasonably relied on these negligent misrepresentations and, as a direct and proximate result, each Plaintiff and each Class member has incurred in substantial damages in the form of tuition and expenses paid, loan principal and interest obligations incurred, work time lost, life opportunities lost, damage to credit, and emotional, psychological, and other injuries incurred.

## **COUNT III**

# New York General Business Law § 349 (By Plaintiff Grabovan and the Class and Against all Defendants)

- 171. Plaintiffs incorporate paragraphs 1 through 170 as though repeated herein.
- 172. Defendants' acts, as alleged herein, were directed, or oriented, towards consumers.
  - 173. Defendants' acts, as alleged herein, were materially misleading.
- 174. As a direct and proximate result of Defendants' acts, each Plaintiff and each Class member has incurred in substantial damages in the form of tuition and expenses paid, loan principal and interest obligations incurred, work time lost, life opportunities lost, damage to credit, and emotional, psychological, and other injuries incurred.
- 175. Defendants' herein-alleged wrongful acts and omissions, and each of them, were knowingly, willfully, intentionally, maliciously, oppressively, and fraudulently undertaken with the express purpose and intention of defrauding Plaintiffs and the Class, and each of them, all to the substantial financial benefit of Defendants, and each of them, entitling Plaintiffs and the Class to punitive damages.

#### **COUNT IV**

## <u>Violation of New York General Business Law § 350</u> (By Plaintiff Grabovan and the Class and Against all Defendants)

- 176. Plaintiffs incorporate paragraphs 1 through 175 as though repeated herein.
- 177. Defendants' acts, as alleged herein, were directed, or oriented, towards consumers.
  - 178. Defendants' acts, as alleged herein, were materially misleading.
  - 179. Plaintiffs and the Class actually and reasonably relied on Defendants' acts and, as

a direct and proximate result of Defendants' acts, each Plaintiff and each Class member has incurred in substantial damages in the form of tuition and expenses paid, loan principal and interest obligations incurred, work time lost, life opportunities lost, damage to credit, and emotional, psychological, and other injuries incurred.

180. Defendants' herein-alleged wrongful acts and omissions, and each of them, were knowingly, willfully, intentionally, maliciously, oppressively, and fraudulently undertaken with the express purpose and intention of defrauding Plaintiffs and the Class, and each of them, all to the substantial financial benefit of Defendants, and each of them, entitling Plaintiffs and the Class to punitive damages.

#### COUNT V

# <u>Violation of New York Education Code § 5001 et seq.</u> (By Plaintiff Grabovan and the Class and Against all Defendants)

- 181. Plaintiffs incorporate paragraphs 1 through 180 as though repeated herein.
- 182. Title VI, Article 101 of New York Education Law ("Article 101") covers private schools like ICC. N.Y. Educ. Law § 5001(1)(a).
- 183. It provides a private right of action to any "student injured by a violation of this article." N.Y. Educ. Law § 5003(8).
- 184. Defendants' conduct, as alleged herein, constitutes numerous violations of Article 101, including:
  - a. Violating N.Y. Educ. Law § 5003(6)(b)(3) by engaging in false, misleading, deceptive, and/or fraudulent advertising;
  - b. Violating N.Y. Educ. Law § 5003(6)(b)(5) by directing and/or authorizing recruiters to guarantee jobs upon completion of students' course of study;
  - c. Violating regulations enacted pursuant to Article 101 by, e.g., assuring or seeming to assure employment in culinary-related occupations upon graduation from ICC, misrepresenting the likely wages of ICC graduates

without adequate documentation, misrepresenting the job placement rates of ICC graduates without adequate documentation, and misrepresenting the costs of an ICC education and/or the experiences or abilities required to successfully attain a Chef or other "top culinary job." *See* 8 N.Y.C.R.R. § 126.2(c)(1)–(4).

### PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, pray for relief and judgment as follows:

- a. For preliminary and permanent injunctive relief enjoining Defendants, their agents, servants and employees and all persons acting in concert with them from implementing their Fraud and from continuing to engage in the unfair, unlawful and/or fraudulent business practices alleged above and that may yet be discovered in the prosecution of this action;
- b. For certification of the putative Class;
- c. For restitution and disgorgement of all money or property wrongfully obtained by Defendants by means of their herein-alleged wrongful business practices;
- d. For damages against Defendants;
- e. For punitive damages against Defendants in an amount sufficient to punish and set an example;
- f. For an accounting by Defendants for any and all profits derived by them from their herein-alleged wrongful conduct and/or business practices;
- g. For attorneys' fees and expenses pursuant to all applicable laws including, without limitation, New York General Business Law § 349 and New York Education Law § 5003(8); and
- h. For all such other and further relief that the Court may deem just and proper.

36

<sup>&</sup>lt;sup>9</sup> Although these are "merely" regulatory violations, they constitute violations of Article 101 through N.Y. Educ. Law § 5003(6)(b)(10) as they are "part of a pattern of misconduct which significantly impairs the educational quality of the program or programs being offered by the school."

DATED: July 9, 2014

Yankwitt LLP

By:

Russell M. Yankwitt, Jsq

Kathy S. Marks, Esg.

140 Grand Street, Suite 501 White Plains, New York 10601

Tel.: (914) 686-1500 Fax: (914) 801-4930

and

Ray E. Gallo, Esq. (*Pro Hac Vice pending*) Patrick V. Chesney, Esq. (*Pro Hac Vice pending*) GALLO LLP

1299 Fourth Street, Suite 505

San Rafael, CA 94901 Tel: (415) 257-8800

Attorneys for Plaintiffs

# **EXHIBIT A**



Contact Admissions | Plan a Visit | Live Chat CA 866.318.2433 NY 888.324.2433

Follow Us

1/20/2014

# About Us Why Choose Us? Welcome Awards & Accolades Our Advisory Committee FAQs Building Community Donation & Support Plan Your Visit

#### Faculty & Staff

#### Learn More



# **Top Culinary Jobs**

You Won't Just Learn to Cook. You'll Learn to Succeed.

Are you considering culinary school? Lets find the right program for you.

Please select the program you are interested in:

Culinary Arts

Please select your preferred Campus:

New York
California

Continue

When you come to the International Culinary Center, you're not coming to cooking school. You're coming here to learn to be a 21st-century chef with a shot at obtaining the world's top culinary jobs. The culinary world is changing fast. It is almost unrecognizable from just a decade ago.

If you go to a cooking school, that's all you'll learn: cooking. These days, that simply is not enough. The International Culinary Center is different because it prepares you for top culinary jobs around the world – and not just jobs in the kitchen.

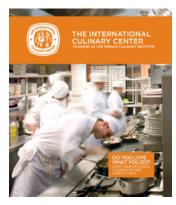
You come here to network, to observe firsthand the true meaning of world-class performance and even to volunteer and cook with world-famous chefs at events as prestigious as the James Beard Foundation awards or the Pebble Beach Classic. You come here to get a better chance to intern at some of the world's great restaurants and to be ready to work in a top culinary job anywhere in the world. You come here to define your taste and what role it might play in the 21st-century culinary world.

It's no coincidence that our campuses are geographically placed in the very hearts of culinary excellence. That way, you can have easy access to so much more than the classroom itself.

After spending time at the International Culinary Center and gaining a full appreciation of the whole culinary world, you can be sure that our placement serviceswhich last for the whole of your careercan help you leave here as a thoroughly prepared, international contemporary chef for top culinary jobs



We can say a lot of things, but the proof is in the numbers. In 2012, our students had a 91% graduation rate, 0% default rate on Sallie Mae loans, and we posted more than 8,500 top culinary job listings, which equates to an average of 6 unique postings for every graduate. If you want to be successful in this profession, no school can help you attain your dream in a top culinary job better than the International Culinary Center.



Contact Us to Learn More

## Case 1:14-cv-05147-KBF Document@inative 07/10/14 Page 40 of 133

Our motto is that we invest in our students' success. Our kitchens are state of the art, each costing over one million dollars. We work with Columbia University's Teachers College to make sure our faculty members are great chefs, but also great teachers. We have an eight-person education team that works on our curriculums to make sure that what you are learning is relevant and has the edge over other institutions. Our world class and universally respected deans help guide us in the 21st century, but keep us classically pure. We have a low student to teacher ratio. We operate our schools in culinary centers so that students can enjoy world class internships while they are in school. Finally, four full-time career placement counselors constantly work at making sure that our grads get the best possible jobs. The International Culinary Center has been at the forefront of the culinary world since 1984, building an unparalleled network of culinary relationships and alumni.

# You'll Be Ready for a World-Class Kitchen in 6 to 9 Months

No school has closer relations with the culinary world. So we know precisely the skills and attitudes you will need to get a top culinary job. We call our method Total Immersion. What this really means is that we ensure that what you learn can be taken to the real-world the minute you leave our doors. It doesn't take years. It takes passion, focus, and the best chef-instructors in the world.

#### Classes are Small and Hands-On

Here's one of the advantages of smaller classes: you get personal attention. Here's another: you cannot hide. It's in our interest, as well as yours, to make sure that you don't just graduate with a piece of paper, but with the skills to back it up and walk straight into a top culinary job.

#### Our Network Extends Around the World

The world's greatest restaurants and food professionals are constantly in touch with us. As their business expands and refines itself, they know they cannot afford to hire anyone who isn't first-rate. They need interns. They need full-time staff for top culinary jobs. But they want to be sure that the people who come through their doors are fully prepared for the rigors of top culinary jobs in modern world-class kitchens.

Most rewarding for us is following the <u>careers of our alumni</u>, helping them along the way for the whole of their careers. Yes, all of it. In turn, people like Bobby Flay and Dan Barber come back to give back.

# The International Culinary Center is Nationally Accredited

The International Culinary Center is accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC) and therefore qualifies for National Federal Funding helping many of our students receive Financial Aid. The International Culinary Center is also licensed by the New York and California State Education Departments. Students may obtain information regarding availability of comparable programs, including tuition, fees, and program length from the ACCSC.

# **Related Courses**

#### Classic Culinary Arts

In 600 hours, Classic Culinary Arts takes you from basic knife skills

through training on every station on the line, providing you with real-world knowledge that will support you in any field of the culinary industry. You can also take 30 additional hours of specialized, complimentary courses that allow you to author your own journey and explore everything from culinary professions to trends.

## Classic Pastry Arts

Learn the skills you'll need to work as a pastry chef, from pâte à choux to sugar pulling. Over six months (or nine by night), our pastry program builds on fundamental techniques taught from day one, reinforcing the basics as you advance through 19 units of learning. You can also take 30 additional hours of specialized, complimentary courses that allow you to author your own journey and explore everything from culinary professions to trends.

New Yo
462 Bro
New Yo
888.32
Overvio
Admiss
Financi
Directio
About

Home Product T How We Help T Testimonials Pricing

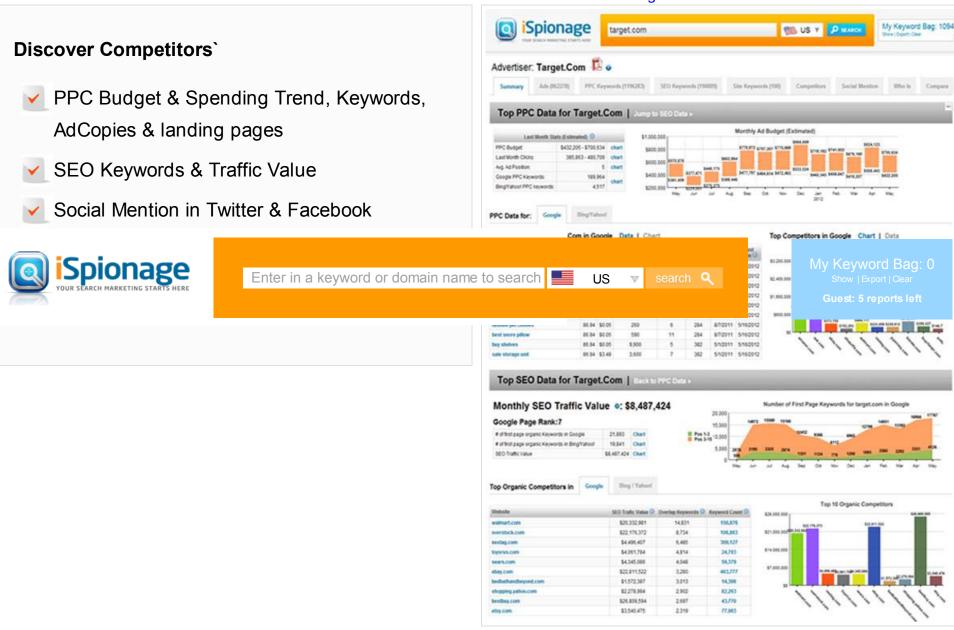
Blog | Login

# Culinary Classes Near You



colleges. campus corner. com

Find Culinary Classes Near You. Request Free Admissions Info Today!



## Sample data for : international.culinarycenter.edu

#### **PPC Keywords**

los angeles event coordinator cooking school canada

los angeles culinary course wine

dierbergs cooking school catering course

la cooking schools culinary schools in tennessee chef italian cooking classes nashville

## Case 1:1nd=reti-0065144pi=yeleff-ed-De-wordh end (2007)||Edu-007 ||Edu-007 |

art culinary schools cooking cooker disney culinary program best wineries in napa course italian new york city cooking classes nyc wine class restaurant food service job

turnover dough recipe wine tasting hampshire danish puff pastry educated guess wine affordable wedding planners homemade pie dough event coordinators nyc institute of culinary education nyc

raisin bread recipes culinary arts charlotte dierbergs cooking classes event company?? wineries in napa valley ca home based baking business in wedding planner in los angeles job in restaurant

culinary institute of michigan ice cooking classes nyc cooking school in nyc beer sommelier italia online

culinary institute of america saint helena culinary schools in utah continuing education for chefs culinary school worth it and cooking cooking from home schools of cooking school wine event designers los angeles

#### **Top Ads**

Restaurant Management Get Your Certificate in Restaurant Management. Enroll Today! international.culinarycenter.edu/	Spanish Culinary - International. Culinary Center. edu Learn the Secrets of Spanish Cooking From World-Renow ned Chefs. international.culinary center. edu/	300 Generals & Admirals Support the Culinary Mission of the International Culinary Center. Why? international.culinarycenter.edu/	French Culinary Institute FCI is Now the International Culinary Center. Enroll Now! international.culinarycenter.edu/
Culinary Career Training - International.CulinaryCenter.edu The International Culinary Center is in NY and CA. Apply Online Now! international.culinarycenter.edu/	Team Building at Its Best Rew ard Your Employees with Culture. Treat Them to a Wine Tasting Event! international.culinarycenter.edu/	Restaurant MGMT Career Prepare for a New Career in Only 15 Weeks. Get Info and Apply Now! international.culinarycenter.edu/	Culinary Arts Courses - International.CulinaryCenter.edu Train to Become a Chef in Only Six Months. Learn More and Apply Here! international.culinarycenter.edu/
Culinary Arts School - Get Chef Training in Only 6 Months. Explore Culinary Education Today! international.culinarycenter.edu/	Become a Sommelier at the - Leading School in the Country Approved for Wine Education. international.culinarycenter.edu/	Learn about Pastries Take Pastry Classes in NYC or CA. Sign Up for More Info Now . international.culinarycenter.edu/	Cake Making Classes - International.CulinaryCenter.edu Study with Top Cake Professionals in New York City. Learn More Now! international.culinarycenter.edu/
Let José Andrés Train You at the world famous International Culinary Center in NY, CA or Spain! international.culinarycenter.edu/	Culinary Classes in Italy Study Italian Cooking in NY & Parma at International Culinary Center. international.culinarycenter.edu/	Culinary School in Italy Take Culinary Classes in NY & Italy at International Culinary Center. international.culinarycenter.edu/	Wine Classes - International.CulinaryCenter.edu Take a Certified Sommelier Class at The International Culinary Center. international.culinarycenter.edu/
Italian Cooking Programs Learn Italian Cooking in NYC and Italy. Get More Information Now. international.culinarycenter.edu/	Wine Training in CA - International.CulinaryCenter.edu Learn Essential Skills and Apply to Our Wine Certification Program. international.culinarycenter.edu/	Farm-to-Table Kitchen Take a Culinary Career Course on Farm-to- Table Cooking. Get Info! international.culinarycenter.edu/	Certified Sommelier Class Take Sommelier Classes in NYC or California. Learn More Now! international.culinarycenter.edu/
Certified Sommelier Class - International.CulinaryCenter.edu Take Sommelier Classes in NYC or California. Learn More Now! international.culinarycenter.edu/	Wine Classes Take a Certified Sommelier Class at The International Culinary Center. international.culinarycenter.edu/	Pastry Techniques - International.CulinaryCenter.edu Learn Pastry Techniques at Our NYC or CA Campuses. Get More Info Now . international.culinarycenter.edu/	Study Cake Design Learn More About Cake Techniques. Enroll Now at Our NYC Campus. international.culinarycenter.edu/
Restaurant MGMT Course Explore a Career in Restaurant Mgmt Sign Up for Info on Classes Now! international.culinarycenter.edu/	Culinary Arts Courses Train to Become a Chef in Only Six Months. Learn More and Apply Here! international.culinarycenter.edu/	Get Chef Training Get Professional Chef Training in Only 6 Months. Request Info Now! international.culinarycenter.edu/	Restaurant MGMT Program Get a Certificate in Restaurant Management. Sign Up for Info. international.culinarycenter.edu/
Culinary Arts Programs - Get Chef Training in Only 6 Months.	Pastry Coursework Apply Now! Take Pastry Courses at The	Become a Chef in 6 Months Scholarships & aid available. See w hy 300	<u>Certified Sommelier Class -</u> <u>International.CulinaryCenter.edu</u>

#### Case 1:1nd=regio@504ldp@ykeRefedUKewyrphendYQCopy||EqdeD@6YGplDabgeRewyrpd4eGeorfn1@6

Learn about Culinary Programs Today international.culinarycenter.edu/

International Culinary Center. international.culinarycenter.edu/ generals/admirals approve. international.culinarycenter.edu/ The International Culinary Center Offers Sommelier Courses in NY & CA international.culinarycenter.edu/

Become an Italian Chef

Take Italian Cooking Classes at The International Culinary Center. international.culinarycenter.edu/

Become an Italian Chef -International.CulinaryCenter.edu

Take Italian Cooking Classes at The International Culinary Center. international.culinarycenter.edu/

**Certified Sommelier Class** 

Sommelier Courses in NY & CA

international.culinarycenter.edu/

**Italian Cooking Courses** 

Study Italian Cuisine Abroad in Parma. Request Information Now! international.culinarycenter.edu/

**Culinary Career Training** 

Learn from World-Class Chefs! View Our Course Listings Now. international.culinarycenter.edu/

**Learn about Pastries - Take Pastry** Classes in NYC or CA.

Sign Up for More Info Now. international.culinarycenter.edu/

Top Chef School-Military - Veterans Scholarships Available.

Liked by 300+ generals & admirals. international.culinarycenter.edu/

Cake Design Classes

Learn about Cake Design from a Top Culinary School. Apply Now! international.culinarycenter.edu/

Wine Classes

Take Wine Classes in Either NYC or California. Learn More Now! international.culinarycenter.edu/

Certified Sommelier Class - The International Culinary Cente

The International Culinary Center Offers

Offers Sommelier Courses in NY & CA international.culinarycenter.edu/

Culinary Classes in Italy -International.CulinaryCenter.edu

Study Italian Cooking in NY & Parma at International Culinary Center.

international.culinarycenter.edu/

Become a Chef in 6 Months

Culinary Programs in NY and CA Can Prepare You for a New Career! international.culinarycenter.edu/

Wine Classes

Take Sommelier Classes in NYC or California. Learn More Now! international.culinarycenter.edu/

Wine Training in CA

Learn Essential Skills and Apply to Our Wine Certification Program. international.culinarycenter.edu/

Hands-On Pastry Classes

Take Hands-On Pastry Classes at The International Culinary Center. international.culinarycenter.edu/

Become a Chef in 6 Months

at the Leading Pastry School with over 15,000 Successful Alumni. international.culinarycenter.edu/

Corporate Event Planning -International.CulinaryCenter.edu

The Perfect Venue for Corporate Events & Meetings. Book Now! international.culinarycenter.edu/

**Company Event Planning** 

The Perfect Venue for Corporate Events & Meetings. Book Now! international.culinarycenter.edu/

**VIEW MORE** 

#### **iSpionage**

Online Marketing Blog

FAQ

Contact Us

**Affiliate** 

Terms Of Use





#### **Data Coverage**

Last Refresh: 1/6/2014

88+ Million Keywords

108+ Million Ad Copy

41+ Million Domains

Coverage: Google, Yahoo!, Bing

USA, UK, Canada

#### Resources

iSpionage Tutorials

Landing Page Articles

Search Engine Optimization Articles

**Content Marketing Articles** 

Analytics Articles

Company Intelligence Dir

#### **Must Read**

Infographic: The Bridge Between

PPC and Inbound Marketing

Landing Page Essentials

5 websites that can deliver traffic

10 Tips for Landing Pages That

Convert

Google Analytics and the Importance

of Goals

5 Actions To Take Before Launching

AdWords

#### **Tutorials**

PPC Relevance and Alignment

Competitive Keyword Research

How To Achieve PPC Success

**Competitor Monitoring** 

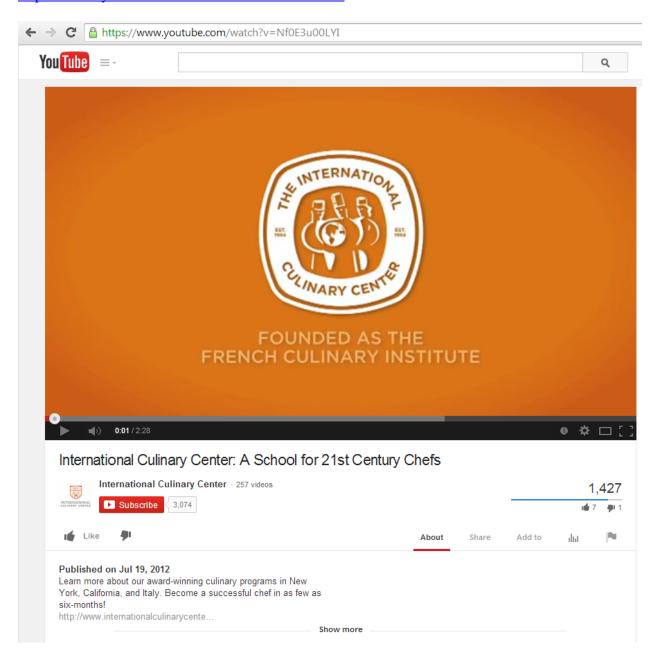
All About AdWords Editor Version

10.2

Copyright © 2014 ispionage, Inc. All Rights Reserved

## ICC-21st Century Chefs Video Ad

https://www.youtube.com/watch?v=Nf0E3u00LYI



0:31: "Our 15,000 alumni are culinary stars, successful chefs, and entrepreneurs."

Our 15,000 alumni are culinary stars, successful chefs, and entrepreneurs.

2:04: "Our career services department is recognized as a leader in job placement. 80% of our students choose to go directly to work after graduation."

Our career services department is recognized as a leader in job placement. 80% of our students choose to go directly to work after graduation. This is Google's cache of <a href="https://www.facebook.com/InternationalCulinaryCenter/wall">https://www.facebook.com/InternationalCulinaryCenter/wall</a>. It is a snapshot of the page as it appeared on Jan 7, 2014 12:05:32 GMT. The <a href="https://current.page">current.page</a> could have changed in the meantime. <a href="https://current.page">Learn more</a>

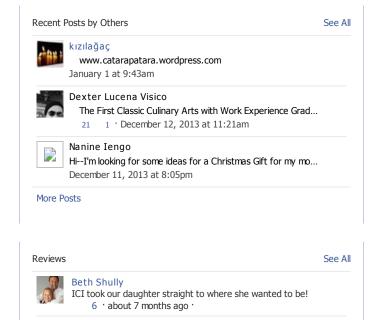
Tip: To quickly find your search term on this page, press Ctrl+F or ℜ-F (Mac) and use the find bar.

Text-only version

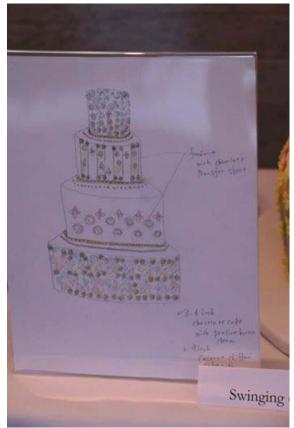








## Case 1:174 enteroletical Pulking Poerto o New York INY - Full nearly \$67701,0/4d4 School great UF enfeloses







Like · Comment · Share

Margarita Grullon, Pooja Malhotra, Jeanann Spina Christen and 35 others like this.

**Top Comments** 



Oscar Ferino Waooo they are so beautiful!

1 · 14 hours ago via mobile



Greata Onuoha Nwamba I wnt 2 be part of dis 11 hours ago



The International Culinary Center shared a link. 21 hours ago

Dear fans: Please take a moment to follow us on Twitter at @ICCedu - https://twitter.com/ICCedu

As always, thank you for your endless support of #ICC!



ICC (ICCedu) on Twitter



Anthony Ottomanelli

Every time I go back, it's like visiting my childhood home after a long time away.

5 · about 8 months ago ·



Diane Comeau

cant wait to start here in on Aug 17th, 2012!

1 · over a year ago





The International Culinary Center

Seafood Restaurant · New American Restaurant

19 hours ago

Congratulations to our Classic #CulinaryArts graduates! We are so proud of you. http://bit.ly/1bNpeJT



Like · Comment · Share

Mohammad Zainul Abedin, Sadia Rahman, Andrea Madison Farrell and 6 others like this.

**Top Comments** 



Sadia Rahman Omg!! That's is awesome! Congrats! This means I have to come over for dinner soon!!! 7 hours ago



Robin Hayman Utley Congratulations!! Feel proud my friend

7 hours ago via mobile

View 1 more comment

twitter.com

The latest from ICC (@ICCedu). The International Culinary Center, founded as The French Culinary Institute, is the world's leading culinary center for education. New York & CA

Like · Comment · Share

Peter Dellaportas, Mohammed T. Ahmed, Yiyi Wu and 13 others like this.



The International Culinary Center January 4

Learn the truth about restaurant #entrepreneurship from the cofounder of NYC's hotspot 'wichcraft. Click here to join our exclusive webinar on January 7th: http://bit.ly/K9P5Aw



Like · Comment · Share

Cecília de Araújo, Francisco Xavier Diaz, Efren Lopez and 9 others like



The International Culinary Center January 3

Our Classic #PastryArts students have done it again - but this time with sugar clowns! How cute are they? Make 2014 the year you follow your dreams. RSVP today for our Open House January 8th: http://bit.ly/1d5nSLj



The International Culinary Center January 5

This is the year to get your food business off the ground! Learn all the tools you'll need in just 90 hours with #ICC's Restaurant Management course: http://bit.ly/19FaHAr



Like · Comment · Share

Jeanann Spina Christen, Essie Washington, Peter Dellaportas and 25



The International Culinary Center January 4

Congratulations to our newest Classic #CulinaryArts graduates. You did it! — with Ian Anderson.



Like · Comment · Share

Jessiqhaa Baizan, Mirianne Jean, Omar Alnaimi and 36 Top Comments



JoAnn Johnson Savary ......awesome job!! love them January 3 at 6:31pm



Victor Cruz Guess my class has competition! January 4 at 4:17pm

View 2 more comments



The International Culinary Center shared a link. January 2

Thinking about living the life you've always dreamed of in food? Ask the experts! #ICC CEO Dorothy Cann Hamilton offers advice in The New York Times: http://nyti.ms/KIAli4



A Business Owner Seeks an Alternative to Seven-Day Workweeks

Carlos Vega, a New Jersey pizzeria owner, faced a decision: Should he expand his small restaurant or concentrate on selling his popular red sauce?

Like · Comment · Share

Rob Anderson, Lola A. Khalilova, Leigh Carver and **Top Comments** 148 others like this.



Jessighaa Baizan And my class photo was never posted... Wasn't happy sometimes about this school January 4 at 8:44pm via mobile



The International Culinary Center | We are so sorry your photo was missed, Jessiqhaa Baizan! It has officially been posted. Can't wait to see you at Carnegie Hall and hear about all your culinary adventures after #ICC. Congratulations again! 19 hours ago



Nicole Vilensky Awesome picture. Congrats everyone! 2 · January 4 at 11:47am via mobile

View 6 more comments



The International Culinary Center shared a link. January 3

Bake the chill away. #ICCGrad Michelle Apiar, the artist behind Haute So Sweet, offers some great #winter baking tips in The Daily Meal: http://bit.ly/Koj5bv

This could be you! Make 2014 your year. Click to learn more about our Classic #PastryArts course: http://bit.ly/19pwUj9



Winter Baking Tips From Haute So Sweet www.thedailymeal.com

Posh bakery owner Michelle Apiar dishes on delicious baking tips

Like · Comment · Share

Yiyi Wu, Changeing Forthebetter, Dee's Delights and 7 others like this.



The International Culinary Center shared a link via Heather Johnston Icc.

January 2

We are so proud of our graduates! ICC makes up 3 of 10 on this The New York Times list: Hooni Kim with Hanjan, Hugh Mangum with Mighty Quinn's Barbeque and Wylie Dufresne with Alder NYC. Congratulations! Learn more about our Classic #CulinaryArts program: http://bit.ly/1esAtoR

Like · Comment · Share

Jeanann Spina Christen, FA FA and Marilyn Gigi like this.



The International Culinary Center January 1

Happy New Year!

Make 2014 the year that all your dreams come true. Come to our Open House January 8th: http://bit.ly/19EOixc #FollowYourPassion



Like · Comment · Share

The Jiggling Chef, JoAnn Johnson Savary, Mo Vato Rana and 123 others like this.





Francisco Gutierrez happy newyear dear chefs. January 1 at 5:26pm



Matthew Kabbash Alain you look fantastic. You never seem to

January 1 at 12:06pm via mobile

View 1 more comment



The International Culinary Center December 31, 2013

Our students celebrated the holiday season in California with a special demo by #ICC's Pastry Chef Stephany Buswell, who made a Swedish Christmas Tree with frosted rings of almond cookies! Learn more about our Classic Pastry Arts program: http://bit.ly/1l2b9b9









The 10 Best Restaurants of 2013 www.nytimes.com

The past year produced terrifically enjoyable restaurants from seasoned veterans, but those were exceptions. The newcomers were the true standouts in 2013.

#### Like · Comment · Share

Winnie Huang, Catalina Agui-Acker, Susan Streit Sherman and 16 others like this.



The International Culinary Center December 31, 2013

Happy New Year from ICC! Cheers to 2014.



Changeing Forthebetter, Berfalia Esmeralda Batres Alvarado, Tim Kline and 61 others like this.



Guardian Wealth Management Happy New Year! January 2 at 3:16pm



The International Culinary Center shared a link. December 30, 2013

Mac N' Cheese makes a great addition to any #NYE menu! Always a crowd favorite and our version is easy, fancy & very yummy. Add a little truffle oil for that extra kick of flavor. Click here for the video and recipe: http://bit.ly/1dllj6b

### Case 1: The chards that the pre-tipo charmon that - Filling to the charge of the charg



Baalaji Krishnamoorthy, Victor Cruz, Francisco Acevedo and 24 others like



The International Culinary Center

December 29, 2013

New Year's Resolution: Be your own boss! Take the first step by learning to write a business plan at International Culinary Center: http://bit.ly/18BfeDa



Like · Comment · Share

Michele Pyka, Jeanann Spina Christen, Gerry Canjura and 7 others like



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace:

http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013 contadordevisitas20-13.blogspot.com

December 30, 2013 at 5:43pm



The International Culinary Center shared a link. December 28, 2013

Interested in going to culinary school? Take an online tour!



From Béchamel to Baked Mac N' Cheese - Lo Bosworth

This week at the International Culinary Center Lo shows you how to make Mac N' Cheese by making a classic white sauce (béchamel) and combining it...

Like · Comment · Share

Michele Pyka, Warren E Wittenberg, Samara Rabah and 6 others like this.



Warren E Wittenberg who is this lo bosworth? she is really into herself....

December 31, 2013 at 1:54am



The International Culinary Center Lo is a Classic Culinary Arts plus Farm-to-Table student. She is a former MTV reality show personality and current co-owner of Revelry House. December 31, 2013 at 4:56am · Edited



The International Culinary Center

December 28, 2013

Want to know what it's really like to be an entrepreneur in the restaurant world? Ask one. Join Jeffrey Zurofsky, partner and founder of 'wichcraft in New York City, on January 7th as he gives you a free taste of the same entrepreneurship curriculum he teaches in International Culinary Center's Restaurant Management course. Register today- and don't forget to invite your friends to join too! http://bit.ly/K9P5Aw



Like · Comment · Share

Eliane VanderBorght, Michele Pyka, Tiger Hermosa and 28 others like this.



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace:

 $\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow$ http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013

contadordevisitas20-13.blogspot.com

December 30, 2013 at 5:43pm



The International Culinary Center

December 27, 2013

Which #RussianDoll #Cake is your favorite? We can't decide!

### Case 1:1The chrement of the control of the control

Tour N.Y.: http://bit.ly/1ca6HFs Tour C.A.: http://bit.ly/1efnOpg



A Look Inside ICC: Soho, NYC

The International Culinary Center, founded as The French Culinary Institute, is the world's leading center for culinary education. Would you like...

Like · Comment · Share

Costa Efficient Cookware, Marco Pavlovic, Tom DiCampli Jr. and 19 others like this.

Top Comments



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace:

http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013 contadordevisitas20-13.blogspot.com

December 30, 2013 at 5:44pm



Jaull Loram 2001 graduate of the bread program and still baking

December 28, 2013 at 8:00pm

View 2 more comments



The International Culinary Center December 26, 2013

One of our favorite #tbt pics of The International Culinary Center graduate Bobby Flay in 1984. Share your #ICC pics with us!



Like · Comment · Share

Thomas Chairez, JoAnn Johnson Savary, Jennie Franco and 88 others like this.

Top Comments



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace: 

http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013 contadordevisitas 20-13. blogspot.com

Cake Techniques and Design: http://bit.ly/18iWCoQ Classic Pastry Arts: http://bit.ly/19pwUj9



Like · Comment · Share

Dorcas Ibigbeye Sekibo, Olivia Hernandez-Zarnack, Changeing Forthebetter and 22 others like this.



The International Culinary Center shared a link. December 26, 2013

Our Level 1 Classic Culinary Arts plus Farm-to-Table student Amanda Neal put her new-found skills to good use this holiday season: http://bit.ly/1jMYSfy How did you use your #ICCSkills? Share your foodie photos with us below! #FarmtoTable: http://bit.ly/18rLKp0



THE HOT PLATE: From the Farm to Your Holiday Table blog.culinarycenter.com

Like · Comment · Share

Michael Curcio, Gerry Canjura, Kaloyan Penev and 8 others like this.



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace:

http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013 contadordevisitas20-13.blogspot.com

December 30, 2013 at 5:43pm



The International Culinary Center December 25, 2013

Merry #Christmas from our family here at the International Culinary Center! Eat Well, Be Merry - and remember - "If you're afraid of butter, use cream." - Julia Child http://youtu.be/17afQ1jGlwg

## Case 1:1The chrement of the control of the control

December 30, 2013 at 5:44pm



Lisa Domenech Omg what an amazing picture, still can't believe I'm walking down the same hall ways of him #lovebobby #loveicc

1 · December 26, 2013 at 10:13pm via mobile

View 2 more comments



The International Culinary Center shared a link. December 24, 2013

We're getting our #Eggnog #YuleLog on. #BakeItOut #ChristmasEve http://bit.ly/1crPKZS



How To Make Eggnog Yule Log

Happy Holidays from the International Culinary Center! http://www.internationalculinarycenter.c om/ Chef Jansen Chan, ICC's Director of

Like · Comment · Share

Toey Monvadee and Chan Chan Rasper like this.



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace:

Pastry Arts,...

http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013

contadordevisitas20-13.blogspot.com

December 30, 2013 at 5:44pm



The International Culinary Center December 23, 2013

Our California Classic #PastryArts students made some beautiful #WeddingCakes, wouldn't you say? Become a Pastry Chef in just 6 months! Our next class starts in January: http://bit.ly/1dafDtf



Like · Comment · Share

Barbara Gandolfo, Barbara Gabaldon, Jane Michelle Tan and 127 others like this.

**Top Comments** 



Claudia Silva Thanks to all my students to made my last day with them so special...great dessert tasting day and Jessica G. did this day more special with hats for everyone! Thanks again to all of you! 2 · December 25, 2013 at 2:30pm via mobile



Laly Mar

December 25, 2013 at 12:38pm via mobile



The International Culinary Center December 23, 2013

Our Classic #PastryArts students served up a wonderful afternoon of desserts last week! There's still time to give the gift of a pastry class this Christmas. Click here: http://bit.ly/19maZWC

Like · Comment · Share

Philippe Yanna, Lauren Dinley, Corinne Preteur and 51 others like this.



The International Culinary Center shared a link. December 22, 2013

Three more days until Christmas!

Time to make your homemade chicken stock for your holiday feast. Learn how: http://bit.ly/1cfz5H4 #FarmtoTable



How to Make Chicken Stock with Lo Bosworth

Lo Bosworth is now going into her third week of her Classic Culinary Arts Plus Farm to Table program. Learn with her as she gains all the necessary skills to...

Like · Comment · Share

Marissa Nuguid Zervos, Danielle Tanguay, Warren E Wittenberg and 6 others like this.



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace:

 $\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow$ http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013 contadordevisitas20-13.blogspot.com

December 30, 2013 at 5:44pm



The International Culinary Center

December 20, 2013

Poulet Rôti Grand-Mere in-the-making! Tip: Brown your chicken carefully in a heavy-bottomed saute pan before roasting to achieve perfectly golden-brown crispy skin! #Culinary http://bit.ly/JHzhnJ



Like · Comment · Share

Alma Marquez, Karen L. Kahrs McDade, Christyn Gasbarro and 24 others like this.



Like · Comment · Share

Costa Efficient Cookware, Jurgen David, Yaritza Amarillis Colon Rodriguez and 54 others like this.



The International Culinary Center December 20, 2013

Congratulations to our latest California Classic #PastryArts graduates! We are so proud of you. http://bit.ly/1dafDtf



Like · Comment · Share

Meggery Meggs, Heather Johnston Icc, Edu Minario and 27 others like this.



Nichole Hernandez Woohoo! Thank you for the opportunity!!

**Top Comments** 

1 · December 20, 2013 at 6:00pm via mobile



Cheryl Ong Yeah I enjoyed every minute of it! Miss everyone already!

December 21, 2013 at 1:51pm



The International Culinary Center December 19, 2013

See the resemblance? #GreatGatsby Cake Techniques and Design: http://bit.ly/18iWCoQ — with Andrea Milhem.



## Case 1:1The chrement of the control of the control



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace:

http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013

contadordevisitas20-13.blogspot.com

December 30, 2013 at 5:44pm



others like this. Lisa Domenech Saw this cake tonight, it was my favorite...sorry,

Like · Comment · Share

don't want to upset any one

**Top Comments** 

3 · December 19, 2013 at 9:23pm via mobile

Jjoi-i Kim, Joyce Abadi Bassan, Tamar Heres and 137



Arianne Polonsky Inreible andre

1 · December 24, 2013 at 12:54pm

View 9 more comments



The International Culinary Center shared a link. December 19, 2013

Wondering what advice Blue Hill Farm VP Irene Hamburger gave on restaurant marketing that works? Find out here: http://bit.ly/1dRH2kq





THE HOT PLATE: Blue Hill VP Offers Exclusive Advice on **Restaurant Marketing** blog.culinarycenter.com

Like · Comment · Share

Flavor Plate, Jeanann Spina Christen, Tina Frago Trozado and 6 others



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace:

 $\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow\downarrow$ http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013 contadordevisitas20-13.blogspot.com

December 30, 2013 at 5:44pm



The International Culinary Center December 18, 2013

Tune in today to Heritage Radio Network at 12 pm ET as The International Culinary Center Founder and CEO Dorothy Cann Hamilton interviews Michael Anthony on her radio show Chef's Story. Listen here: http://bit.ly/1hkWaJy

Michael Anthony is... See More



The International Culinary Center

December 18, 2013

A festive lunch at The International Culinary Center today! #Christmas #Santa #ClassicCulinaryArts: http://bit.ly/1bNpeJT



Like · Comment · Share

Alma Marquez, Francisco Xavier Diaz, Michael Smith and 57 others like



Lincoln Sunil Nayak Cooper superb December 19, 2013 at 7:09am



Like · Comment · Share

Lincoln Sunil Nayak Cooper, Meera Kannan Subran, Michael Curcio and 8



Titerito Alvarez Descubre Quien Visita Tu Perfil De Facebook, Instala La Aplicacion En El Siguiente Enlace:

↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓↓ http://contadordevisitas20-13.blogspot.com/.../descubre...



Descubre Quien Visita Tu Perfil | Contador De Visitas 2013 contadordevisitas20-13.blogspot.com

December 30, 2013 at 5:44pm

Find Friends Badges People Music bile Pages Places Apps Games Create Ad Create Page Developers Careers Privacy Cookies Terms Help out

:ebook © 2014 · English (US)

## ICC-Successful Chefs Video Ad

http://www.youtube.com/watch?v=KDYsmzOoaAI

0:01: "THE INTERNATIONAL CULINARY CENTER [¶] Where Successful Chefs Start™"



2:01: "In this cold economy, the culinary industry is hot."



2:39: "This is where successful entrepreneurs start."





Contact Admis CA 866.318.243 NY 888.324.243

Follow Us

#### About U

Welcome

Why Choose Us?

Awards & Accolades

Our Advisory Committee

**FAQs** 

Plan Your Visit

**Building Community** 

**Donation & Support** 

#### Faculty & Staff



# International Culinary Center?



Contact Us to Learn More

# You Won't Just Learn to Cook. You'll Learn to Succeed.

When you come to the International Culinary Center, you're not coming to cooking school. You're coming here to learn to be a 21st-century chef. The culinary world is moving so dynamically, that's it's almost unrecognizable from even 10 years ago.

If you go to a cooking school, that's all you'll learn: cooking. These days, that simply isn't enough. The International Culinary Center is different because it prepares you for the whole world out there, not just the kitchen.

You come here to network, to observe firsthand the true meaning of world-class performance and even to volunteer and cook with world-famous chefs at events as prestigious as the James Beard Foundation awards or the Pebble Beach Classic. You come here to get a better chance to intern at some of the world's great restaurants and to be ready to work anywhere in the world. You come here to define and refine your taste and what role it might play in the 21st-century culinary world.

It's no coincidence that our campuses are geographically placed in the very hearts of culinary excellence. That way, you can have easy access to so much more than the classroom itself.

After spending time at the International Culinary Center and gaining a full appreciation of the whole culinary world, you can be sure that our placement services—which last for the whole of your career—can help you leave here as a thoroughly prepared, international contemporary chef.

#### Get Started Right Away

Passion doesn't wait. Many of our classes start every few weeks. <u>Call now</u> and get ready to change your life. Great chefs dive in. So should you. Now.

#### What Do We Offer that Other Schools Do Not?

We can say a lot of things, but the proof is in the numbers. In 2012, our students had a 91% graduation rate, 0% default rate on Sallie Mae loans,

and we posted more than 8,500 job listings, which equates to an average of 6 unique job postings for every graduate. If you want to be successful in this profession, no school can help you attain your dream better than The ICC.

Our motto is that we invest in our students' success. Our kitchens are state of the art, each costing over one-million dollars. We work with Columbia University's Teachers College to make sure our faculty members are great chefs, but also great teachers. We have an eight-person education team that works on our curriculums to make sure that what you are learning is relevant and has the edge over other institutions. Our world class and universally respected deans help guide us in the 21st century, but keep us classically pure. We have a low student to teacher ratio. We operate our schools in culinary centers so that students can enjoy world class internships while they are in school. Finally, four full-time career placement counselors constantly work at making sure that our grads get the best possible jobs. The International Culinary Center has been at the forefront of the culinary world since 1984, building an unparalleled network of culinary relationships and alumni.

# New York of California? Wouldn't Everyone Like that Kind of Choice?

We chose the locations of our campuses with the 21st-century in mind. Each of these places allows you to experience the very best, the most modern and, vitally, the most international tastes, techniques, and talents possible.

New York is the culinary capital of the world. Make it here and you can make it anywhere. You will be taught by instructors acknowledged as some of the world's best. You will be able to lift up and refine your palate in some of New York's most admired restaurants. There isn't a cuisine that you can't experience in New York. Fortunately, our student dining clubs happen to have excellent contacts with all of them!

In California, we have situated our campus in the heart of the Bay Area, where the world's most beautiful ingredients are found. When you're at our California campus, you have easy access to Wine Country, the ocean, the world's most extraordinary array of produce, and the fulcrum of some of the world's most innovative cuisine. In recent years, the best Bay Area chefs have shifted world cuisine into gears that no one had ever imagined.

In both cities, many of the most innovative and awarded chefs sit on our <u>Program Advisory Committee</u>, which ensures that the very latest developments and ideas are immediately inserted into our programs.

# You'll Be Ready for a World-Class Kitchen in 6 to 9 Months

No school has closer relations with the culinary world. So we know precisely the skills and attitudes you will need to create a wonderful career. We call our method Total Immersion<sup>SM</sup>. What this really means is that we ensure that what you learn can be taken to the real-world the minute you leave our doors. It doesn't take years. It takes passion, focus, and the best chef-instructors in the world.

#### Classes are Small and Hands-On

Here's one of the advantages of smaller classes: you get personal attention. Here's another: you cannot hide. It's in our interest, as well as yours, to make sure that you don't just graduate with a piece of paper, but with the skills to back it up and walk straight into a world-class kitchen.

#### Our Network Extends Around the World

The world's greatest restaurants and food professionals are constantly in touch with us. As their business expands and refines itself, they know they cannot afford to hire anyone who isn't first-rate. They need interns. They need full-time staff. But they want to be sure that the people who walk through their doors have been fully prepared in the rigors of the modern world-class kitchen.

Most rewarding for us is that we follow the <u>careers of our alumni</u>, helping them along the way for the whole of their careers. Yes, all of it. In turn, people like Bobby Flay and Dan Barber come back to give back.

#### Learn from Geniuses

Jacques Pépin, André Soltner, Alain Sailhac, Jacques Torres, Cesare Casella, David Kinch, Emily Luchetti, José Andrés, and Alan Richman. These aren't mere names. These are people whose skills and knowledge continue to be revered the world over. Their presence and standards immediately give you an idea of how high we set the bar.

## We Constantly Have the World's Greatest Chefs Passing Through Our Kitchens

One week it's Ferran Adrià. Another, it's Mark Ladner. And then it could be Ron Ben–Israel. The world's most renowned names constantly come to the International Culinary Center to talk, to demonstrate, and to share their love for food. Your ticket to all of these events is free.

# Join Our Student Clubs and Experience What's Happening and Where

Because our campuses are in the very heart of the culinary world's meccas, you'll be glad that our student clubs offer you special access to so many of the hottest restaurants, the most progressive farms, and the most innovative wineries in America. You can't be a 21st-century chef unless you experience first-hand the source of the world's finest cuisine and the places in which it is being enjoyed.

# Cook While You Study in One of Our Real-Life Restaurants

Many people think that the most exciting part of Top Chef is Restaurant Wars. At the International Culinary Center, once you have a little experience, you will be able to experience something similar. Because whether you're in New York or California, you'll be asked to cook in one of our restaurants when you are a student of the Classic Culinary Arts program. In New York, it's L'Ecole, right in the heart of SoHo, Michelin®recommended, and rated a 25 for Food by Zagat® – One of SoHo's top food ratings. The customers are real paying New Yorkers who are used to the best and expect it. In California, we have the Monte Bello Dining Room. There, the customers are used to experiencing the finest produce treated in the most innovative ways. No pressure, you understand. No one can give you such first–hand access, day after day, to those who will be paying for your meals now and in the future.

# The International Culinary Center is Nationally Accredited

The International Culinary Center is accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC) and therefore qualifies for National Federal Funding helping many of our students receive Financial Aid. The International Culinary Center is also licensed by the New York and California State Education Departments. Students may obtain information regarding availability of comparable programs, including tuition, fees, and program length from the ACCSC.

New Yo 462 Bro New Yo 888.32

Overvion Admiss Financi

Direction Admiss

# **EXHIBIT G**



# APRIL - DECEMBER 2011

# STUDENT CATALOG

French Culinary Institute International Culinary Center of California 700 W. Hamilton Ave Campbell, CA 95008

(408) 370-9190 www.FrenchCulinary.com

## APRIL - DECEMBER 2011

VOLUME I, APRIL 2010

#### NOTICE:

The contents of this catalogue represent the curriculums and information current at the time of printing. The French Culinary Institute reserves the right to make changes to its content as a result of changes in the industry, availability of new technologies and equipment and changes in issues of compliance to the various regulating bodies governing the operation of the school. Any such changes will be found in the back pocket of this catalogue in the form of Catalogue Addendums. All photographs in this catalogue have been taken at the campus of The French Culinary Institute. Appropriate releases have been obtained from all individuals whose images are shown.

The French Culinary Institute reserves the right to make changes in any of its curriculums, tuitions and fees and to change or reschedule posted class schedules.

The French Culinary Institute is a private institution and is approved to operate by the Bureau for Private Postsecondary Education.

Any questions a student may have regarding this catalog that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 capital Oaks Dr. Suite 400, Sacramento, CA 95833, www.bppe.ca.gov, 1-888-370-7589.

As a prospective student, you are encouraged to review this catalog prior to signing an enrollment agreement. You are also encouraged to review the School Performance Fact Sheet, which must be provided to you prior to signing an enrollment agreement.

#### STATEMENT OF OWNERSHIP

The French Culinary Institute is owned by the International Culinary Center of California, LLC with main offices at 700 W. Hamilton Ave, Suite 300, Campbell, California 95008

# TABLE OF CONTENTS

WELCOME TO THE FRENCH CULINARY INSTITUTE	
COURSE SCHEDULE	
ACADEMIC CALENDAR	
ADMINISTRATIVE STAFF & FACULTY	6
ADMINISTRATIVE STAFF	6
FACULTY	
CLASSIC CULINARY ARTS FACULTY	
CLASSIC PASTRY ARTS FACULTY WINE APPRECIATION FACULTY	
THE FACILITY	
CITY OF CAMPBELL	
THE LIBRARY	10
TECHNOLOGY	
STUDENT AFFAIRS	
MISSION STATEMENT	
OFFICE OF STUDENT AFFAIRS	
REGISTRAR	
TRANSCRIPTS	
LOCKERS	
LOST AND FOUND HOUSING	
ADVISING SERVICES	
TUTORING	13
SCHEDULE CHANGE REQUEST	
STUDENT ACTIVITIES HEALTH INSURANCE	
CAREER SERVICES	
CAREER FAIRS	
ADMISSIONS REQUIREMENTS &	
PROCEDURES	14
CLASSIC CULINARY ARTS & CLASSIC PASTRY A	
WINE APPRECIATION	15
LATE APPLICANTS	
FAILURE TO MAKE TIMELY PAYMENTS ENGLISH LANGUAGE PROFICIENCY	
INTERNATIONAL APPLICANTS	
LATE STARTS	
RE-ENTRY	
NON-DISCRIMINATION POLICY	
STUDENTS WITH DISABILITIESLEARNING DISABILITIES	
OTHER DISABILITIES	
COURSE OFFERINGS	
CLASSIC CULINARY ARTS	
CLASSIC PASTRY ARTS	
WINE APPRECIATION PROGRAM	
FINANCIAL SERVICES	31
TUITIONS AND FEES	
FINANCIAL AID PROGRAMS	
SMART OPTION LOAN	
STUDENT TUITION RECOVERY FUND (STRF)	34

GRADUATION	. 35
REQUIREMENTS FOR GRADUATION	35
GRADUATION FEES	
GRADUATION CEREMONY	
HONORS & AWARDS	
SCHOOL POLICIES	. 37
ORIENTATION	37
GRADING POLICY	37
GRADE CHANGES	39
SATISFACTORY ACADEMIC PROGRESS (SAP)	39
ATTENDANCE	
STUDENT NOTIFICATION OBLIGATIONS	
HOURLY ATTENDANCE OBLIGATIONS	40
LATENESS	40
RELIGIOUS OBSERVANCE	4
VACATION POLICY	4
ATTENDANCE DISCREPANCIES	4
MAKEUP CLASSES	4
EXCUSED ABSENCES	4
APPROVED LEAVE OF ABSENCE	42
PROBATION	
STUDENT WITHDRAWAL & TERMINATION	
DEPARTING SCHOOL	
RE-ENTRY	
CREDIT FOR PRIOR EXPERIENCE	
CREDIT TRANSFERS	44
NOTICE CONCERNING TRANSFERABILITY OF CREDITS/CREDENTIALS EARNED AT THE FCI	44
CLASS SESSIONS	
FERPA COMPLIANCE	
EMERGENCY PROCEDURES & SCHOOL CLOSINGS.	
GENERAL STATEMENT OF CONDUCT POLICIES	
CODE OF CONDUCT	
STUDENT RULES AND REGULATIONS	
CONTACT INFORMATION	
ATTIRE	
CLASSROOM CONDUCT	
SCHOOL PROVISIONS	
GUEST POLICY	47
CELL PHONE POLICY	
POLICY ON PHOTOGRAPHS AND VIDEO	48
DISCIPLINARY PROCEDURES	48
INFORMAL RESOLUTION ATTEMPT	48
RELEASING DISCIPLINARY INFORMATION	48
GRIEVANCE	48
INFORMAL REVIEW	48
FORMAL REVIEW	48
COMPLAINTS	49
CANCELLATION, WITHDRAWAL & REFUN	۱D
POLICIES	
CANCELLATION AND WITHDRAWAL	
CANCELLATION AND WITHDRAWAL	oc

# WELCOME TO THE FRENCH CULINARY INSTITUTE

Welcome to the French Culinary Institute! We are delighted that you chose to study with us and would like to take a few minutes to tell you about the philosophy of our School. At The FCI, we pride ourselves on quality, discipline and reality... our motto.

Quality is what we constantly strive for in our teaching methods, in the products we use, in the food we prepare, and in the services we provide. It is a value that we want you to embrace.

Discipline is what we expect from you as well as ourselves in order to strive to be the best in our profession.

Reality is the environment we provide so that your studies will prepare you for the rigors of the restaurant industry.

We feel the emphasis we place on these three important principles distinguishes FCI from the other culinary institutions. They embody our philosophy and contribute to the success of our graduates. We know that if you take this motto to heart and work on it every day, in a very short time we will be proud to call you a graduate of the French Culinary Institute. Best of luck to you in your studies!

Sincerely,

Dorothy Cann Hamilton Founder/Chief Executive Officer

Homely Hamilton

Welcome to The French Culinary Institute at the International Culinary Center of California. Your choice of career path in the culinary arts will offer you many opportunities to be creative, challenged and successful in a highly competitive field.

This is just the start of incredible journey that begins on your first—day of class and continues through graduation and onward as you move forward in your career. You have already demonstrated a passion for food and a demand for excellence by choosing our school. With our acclaimed culinary curriculum and guidance of the finest Chef-Instructors, you'll enhance your talents with knowledge and techniques that will only increase your value in the marketplace.

Globally, we are seeing a flourishing interest in food, in cooking, and in the freshness and sustainability of ingredients. Our industry needs the best trained and the best motivated professionals who can respond to today's interests and face tomorrow's challenges with new techniques and fresh ideas. The French Culinary Institute will provide you with the strong foundation to allow you to flourish and grow along with the industry.

We are pleased to have you as a member of The French Culinary Institute family, and wish you a future filled with success.

Sincerely,

Brooke Schwartz President

Brooks Schwirt

The French Culinary Institute
International Culinary Center of California

# COURSE SCHEDULE

CLASSIC CULINARY ARTS (DAY SCHEDULE) M-F					
HOURS 8:00 AM 2:00 PM	ORIENTATION	START DATE	END DATE		
Classic Culinary Arts (Day Schedule) M-F	TBA	4/4/2011	9/22/2011		
Classic Culinary Arts (Day Schedule) M-F	TBA	5/17/2011	11/3/2011		
Classic Culinary Arts (Day Schedule) M-F	TBA	6/29/2011	12/19/2011		
Classic Culinary Arts (Day Schedule) M-F	TBA	8/11/2011	2/6/2012		
Classic Culinary Arts (Day Schedule) M-F	TBA	9/23/2011	3/20/2012		
Classic Culinary Arts (Day Schedule) M-F	TBA	11/4/2011	5/2/2012		
Classic Culinary Arts (Day Schedule) M-F	TBA	12/20/2011	6/14/2012		

CLASSIC CULINARY ARTS (EVENING SCHEDULE) M, W, F					
HOURS 6:00 PM - 11:00 PM ORIENTATION START DATE END DATE					
Classic Culinary Arts (Evening Schedule) M,W,F	ТВА	5/2/2011	2/27/2012		
Classic Culinary Arts (Evening Schedule) M,W,F	ТВА	6/20/2011	4/16/2012		
Classic Culinary Arts (Evening Schedule) M,W,F	TBA	8/8/2011	6/4/2012		
Classic Culinary Arts (Evening Schedule) M,W,F	TBA	9/26/2011	7/23/2012		
Classic Culinary Arts (Evening Schedule) M,W,F	ТВА	11/11/2011	9/10/2012		
Classic Culinary Arts (Evening Schedule) M,W,F	ТВА	1/9/2012	10/26/2012		

CLASSIC PASTRY ARTS (DAY SCHEDULE) M-F			
HOURS 7:00 AM - 12:00 PM	ORIENTATION	START DATE	END DATE
Classic Pastry Arts (Day Schedule) M-F	TBA	4/19/2011	10/7/2011
Classic Pastry Arts (Day Schedule) M-F	TBA	7/15/2011	1/9/2012
Classic Pastry Arts (Day Schedule) M-F	TBA	10/10/2011	4/4/2012

CLASSIC PASTRY ARTS (MIDDAY SCHEDULE) M-F					
HOURS 12:30 PM - 5:30 PM ORIENTATION START DATE END DATE					
Classic Pastry Arts (Midday Schedule) M-F	TBA	6/2/2011	11/21/2011		
Classic Pastry Arts (Midday Schedule) M-F	ТВА	11/21/2011	5/17/2012		

CLASSIC PASTRY ARTS (EVENING SCHEDULE) M,W,F					
HOURS 6:00 PM - 11:00 PM ORIENTATION START DATE END DATE					
Classic Pastry Arts (Evening Schedule) M,W,F	ТВА	6/17/2011	4/13/2012		
Classic Pastry Arts (Evening Schedule) M,W,F	TBA	11/9/2011	9/7/2012		

WINE APPRECIATION (DAY SCHEDULE) M-F			
HOURS 10:00 PM - 2:00 PM	ORIENTATION	START DATE	END DATE
Wine Appreciation (Day Schedule) M-F	TBA	4/4/2011	6/17/2011

# ACADEMIC CALENDAR

This calendar is offered for planning purposes only and is subject to change without notice. Please see any addendums for changes or revisions.

#### JANUARY - DECEMBER 2011

Jan 1, 2011	Friday	New Years Day	School Closed
Jan 17, 2011	Monday	Martin Luther King Jr. Day	School Closed
Feb 21, 2011	Monday	President's Day	School Closed
April 22, 2011	Friday	Spring Holiday	School Closed
May 30, 2011	Monday	Memorial Day	School Closed
July 4, 2011	Monday	Independence Day	School Closed
Sept 5, 2011	Monday	Labor Day	School Closed
Nov 24-26, 2011	Thursday - Saturday	Thanksgiving Break	School Closed
Dec 23-26, 2011	Friday - Monday	Christmas Break	School Closed
Dec 30-31, 2011	Friday - Saturday	New Year's Eve Observed	School Closed

# ADMINISTRATIVE STAFF & FACULTY

**DOROTHY CANN HAMILTON** — FOUNDER & CEO. As founder and CEO of the world-renowned FCI, Hamilton has educated over 15,000 students in the fundamentals of cuisine. The FCI, located at The International Culinary Centers in New York City and Campbell, CA, and The Italian Culinary Academy, located at The International Culinary Center in New York City, count many of America's most prominent chefs among its graduates.

Hamilton's distinguished career in vocational education and her outstanding reputation for creating innovative programs in gastronomy has earned her numerous awards including the 2006 IACP Award of Excellence for Vocational Cooking School and the prestigious Ordre National du Mérite (National Order of Merit Award) from the French government. Most recently, she was inducted into the Who's Who of Food and Beverage in America by the James Beard Foundation and received the coveted Silver Spoon Award from Food Arts magazine, recognizing her as a leader in the American restaurant community.

Hamilton was also the creator and host of *Chef's Story*, a 26- part television series, which debuted on PBS in April 2007, and the author of the companion book, *Chef's Story*. The textbook she conceived for the school -- *The Fundamental Techniques of Classic Cuisine* - received James Beard Foundation Award in 2008. Her book on culinary careers, *Love What You Do*, and the school's *The Fundamental Techniques of Classic Pastry Arts*, were both published in the fall of 2009.

Love What You Do was the recipient of the ForeWord Sliver Award for Book of the Year in 2009, and The Fundamental Techniques of Classic Pastry Arts was honored in 2010 with awards from the James Beard Foundation, the IACP, and the New York Book Show.

Hamilton holds a BA with honours degree from the University of Newcastle-upon-Tyne, England and an MBA from New York University.

**BROOKE SCHWARTZ** —PRESIDENT. MBA from Harvard Business School. MS in Food and Resource Economics, University of Florida. BA in Latin American Studies from the University of California, Los Angeles. Previously led Food Safety Testing for Life Technologies and strategy engagements for Deloitte Consulting. She began her career in international trade policy at the U.S. Department of Agriculture. She joined The FCI in 2010.

## <u>ADMINISTRATIVE STAFF</u>

**JEREMY MACVEIGH** - DIRECTOR OF CULINARY ARTS. BS in Food Science from the University of California, Davis and graduate of the Western Culinary Institute. Chef MacVeigh is also the author of the culinary text *International Cuisine*. He worked for 17 years on both the east and west coasts of the U.S. before becoming a Chef Instructor for last 7 years. Chef MacVeigh joined PCI in 2008 which became a branch of The FCI in November 2010.

DAVID GLANCY, MS, CWE, CSS, FWS - WINE PROGRAM DIRECTOR. David Glancy is one of only 12 people in the world to pass both the Court of Master Sommeliers' Master exam (MS) and the Society of Wine Educators' Certified Wine Educator exam (CWE). Glancy has also passed the Society of Wine Educators' Certified Specialist of Spirits exam (CSS) and the French Wine Society's French Wine Scholar exam (FWS). He created, oversees and teaches the Wine Appreciation Program

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 82 of 133

at the French Culinary Institute in California and is a regular contributor to Sommelier Journal. He has worked in the industry for over 15 years, working throughout the U.S. and in Asia and has traveled to many of the wine regions of the world. He joined PCI in 2006 which became a branch of The FCI in November 2010.

**KATIE MYERS** - DIRECTOR OF ADMISSIONS. BA in English & Creative Writing from Dartmouth College. Graduate with distinction from The FCI's Classic Pastry Arts, Worked at Craft Restaurant in New York City and Peninsula Grill in Charleston, SC. She joined The FCI in New York in 2006 and moved to the California branch in 2010.

RHONDA LYNN - DIRECTOR OF STUDENT AFFAIRS. BA in Psychology and Human Development from the University of Nebraska. Worked as Assistant Pastry Chef at Union Square Café. She joined The FCI New York in 2004 and moved to the California branch in 2011.

**GEORGE HADRES, CEC** - DIRECTOR OF CAMPUS OPERATIONS AND COMPLIANCE. Certified Executive Chef from the ACF Chef Hadres has been a Chef Instructor for 15 years. Former owner and chef-operator of several Santa Cruz restaurants as well as restaurants in Greece. He joined PCI in 2004 which became a branch of The FCI in November 2010.

MARC TSUCHIYA - FINANCIAL SERVICES MANAGER. BA in Economics from San Jose State University. He joined PCI in 2008 which became a branch of The FCI in November 2010.

**DANIELLE FERGUSON -** REGISTRAR. AA in Liberal Arts from DeAnza College. She joined PCI in 2006 which became a branch of The FCI in November 2010.

**NICOLE HARNETT** - CAREER PLACEMENT COORDINATOR. BS in Mass Media and Communication from New York University. Graduate of The FCI's Classis Culinary Arts program. She joined The FCI in 2011.

## **FACULTY**

#### CLASSIC CULINARY ARTS FACULTY

CHEF TOMM JOHNSON - Graduate of Culinary School of Connecticut Chef Johnson has trained and worked in Mexico, Italy and Thailand bringing his diverse background to students. Former Executive Chef of Becco Fino in Florence and La Sirena restaurant in Connecticut both specializing in Italian regional cuisine. Chef Johnson joined PCI in 2006 which became a branch of The FCI in November 2010.

CHEF PETER MAGUIRE - Graduate of the Culinary Institute of America Chef Maguire has worked in some of the tops spots in the Unites States including, Stanwich Country Club in CT, as well as Pebble Beach and Mille Fleurs in CA. Chef Maguire joined PCI in 2006 which became a branch of The FCI in November 2010.

CHEF UDO PRAMBS, CMC - German Certified Master Chef holds diplomas as Master Restaurateur, Hospitality and Hospitality Business from Bavaria Hotelfach Schule. Chef Prambs worked throughout Europe and the Middle East including at the Kulm Hotel in Switzerland, Da-Ivo in Italy and for Four Seasons in England. Chef Prambs joined PCI in 2005 which became a branch of The FCI in November 2010.

#### CLASSIC PASTRY ARTS FACULTY

CHEF STEPHANY BUSWELL, CMB - Certified Master Baker from the Retailer's Bakery Association Chef Buswell has been a presence in the pastry community in Santa Cruz for 30 years. Chef Buswell has owned and operated a bakery and cake shop in Santa Cruz and has been teaching in the pastry arts since 1989. Chef Buswell joined PCI in 2005 which became a branch of The FCI in November 2010.

CHEF SAM WARD - Graduate of California Culinary Academy Chef Ward honed his craft in bakeries in the Bay Area. Chef Ward has a diverse background in the pastry arts working in Albi France with Michelle Belin, as well as being the opening Executive Pastry Chef for Intercontinental Hotels in

7

### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 83 of 133

Kazakhstan, Chef Ward has been a credentialed instructor in pastry arts since 2001. Chef Ward joined PCI in 2005 which became a branch of The FCI in November 2010.

CHEF ALEX TROUAN – Trained in Albi, France with Michel Belin where he earned his Professional Certification in pastry, chocolate and candy. Chef Trouan has practiced the pastry arts for the last 25 years around the globe from France to Istanbul and now the United States. Chef Trouan joined PCI in 2009 which became a branch of The FCI in November 2010.

#### WINE APPRECIATION FACULTY

DAVID GLANCY, MS, CWE, CSS, FWS - WINE PROGRAM DIRECTOR. See bio under Administration

# INSTITUTIONAL HISTORY

The Professional Culinary Institute was founded in 2004, and commenced its first classes in Culinary Arts and Baking and Pastry Arts in June of 2005.

Since its foundation, PCI was dedicated to continuously improving the quality of the school's education and facilities. In February of 2007 the Professional Culinary Institute proudly unveiled an additional 10,000 square feet of renovated space created to enhance the student experience, including a specially designed wine tasting facility and cellar, one teaching kitchen, four classrooms and a computer lab. This space hosts the wine appreciation program, the only wine certification program that is endorsed by the Court of Master Sommeliers.

Students and graduates from the Professional Culinary Institute excelled not only in the classroom but in the field as well. Our student competition teams distinguished themselves from the outset with the first team being crowned American Culinary Federation National Champions in 2006. The competitive teams continued their success by collection gold medals in the 2008 and 2009 state competitions. In 2009 at the request of the American Culinary Federation, PCI fielded a team to represent the USA in an International Gran Prix event held in Scotland. Competing against 12 other countries, PCI won each of the three categories taking gold in all three.

In November of 2010, the Professional Culinary Institute was acquired by the French Culinary Institute, with the vision to combine the rigor and high quality education of this New York culinary school with the amazing breadth and quality of products that are grown and produced in the Bay Area. The French Culinary Institute was established in New York City in 1984, and has provided exceptional culinary education to over 11,000 students in its 26+ years of operation.

# THE FACILITY

The French Culinary Institute occupies 30,000 square feet on the second and third stories of one of the most prominent buildings in Campbell, located at 700 West Hamilton Ave. The third floor offers two demonstration kitchen theaters seating 35 students each, four culinary kitchen laboratory classes and two pastry kitchen laboratory classrooms. Also on this floor are the banquet/conference facility and 1 conventional classroom. In addition, the administrative offices are also found on the third floor. The second floor, which was renovated in 2007, houses the unique wine cellar classroom, an additional culinary kitchen laboratory, offices, a computer lab and resource Library. The Library may be accessed by current students during business hours. The FCI uses all high grade equipment in its classes, with commercial grade oven ranges, convection ovens and salamanders to enhance our students' experience. The Classic Pastry Arts program at The FCI embraces both the art and craft of baking and pastry. The program is delivered in two professionally appointed Pastry kitchens, each being approximately 1400 square feet in size. Both pastry kitchens are identically appointed with a commercial four tray rotating deck oven, a single door revolving oven with steam injection and a size burner range with conventional oven. Student stations are on butcher block counters. Each station has access to marble slab for tempering of chocolate and decorative sugar work. Each shop has a 24 inch electric sheeter and plenty of refrigeration and freezer space. Both floor and bench mixers are available to each station and commercial grade small wares are stocked in each. Full proofing boxes are found in each kitchen for the fermentation of bread dough. The instructor's demo station is equipped with overhead video so that students may observe the demonstration from anywhere in the pastry kitchen. In all, the facility is set to provide the best possible training to prepare our student for entry into the industry. The wine classroom is designed with individual stations for its students, with each station including a sink with running water, electrical outlets for laptops, and up and own lighting to analyze the color of wine. The classroom also includes a ceiling mounted projector, two plasma monitors, and video recording capabilities. The French Culinary Institute of California is a branch campus of the French Culinary Institute of New York. The FCI's main campus is located at 462 Broadway, New York, NY 10013.

#### **CITY OF CAMPBELL**

The French Culinary Institute is located in Campbell, California, on the border between San Jose to the east and the quaint town of Los Gatos to the west. With a population of 40,000, Campbell provides a small town feel, while being just 10 minutes to downtown San Jose and 20 minutes to the heart of Silicon Valley, and 45 minutes to San Francisco. Within an hour's drive, students can enjoy a plethora of dining options with hundreds of ethnic restaurants, wonderful museums, wineries of the Santa Cruz Mountains, the world famous produce of the Salinas Valley and the sunny beaches of Santa Cruz.

# THE LIBRARY

The resource Library is an important cornerstone of the overall education experience at The FCI. Its mission is to support all of the programs of The FCI by providing faculty, students, and staff with expanding materials covering all areas of the culinary and hospitality fields. The Library may be accessed by current students during business hours.

## **TECHNOLOGY**

Computer use in the library is limited to the programs for which The FCI has valid user licenses. Any unauthorized software will be deleted upon detection without notification. The use of all computer resources implies acceptance of, and agreement to the complete "Responsibilities of The FCI Computer and Network Users" which follows.

The library computing resources include Windows-capable multimedia computers, and run the Microsoft Office suite of products, including word processing, spreadsheet, and presentation software. Other library resources include databases, popular food magazine databases, and third-party instructional materials.

#### RESPONSIBILITY OF THE FCI COMPUTER AND NETWORK USERS

Access to, and use of, computing resources at The FCI are privileges extended to members of The FCI community. Access to The FCI computing resources is limited to authorized users and is for approved purposes only. Such resources include computer hardware and software and computer-based files and data. Approved purposes are those consistent with the broad instructional and culinary goals of the School. Some users may be assigned an individual user account, while others will simply access a stand-alone computer that is not connected to the broader network. The following policies pertain to both types of users.

All students have the responsibility to use the resources referred to above in an ethical and legal manner and agree to the following as a condition for use of the account:

- Students' access to The FCI computing resources is for the sole purpose of facilitating their work as students. Faculty and staff, including chef-instructors, are held to the same use.
- Students will respect the privacy and reasonable preferences of other users (both at the School and elsewhere on all connected networks), including the privacy of their accounts and data.
- Students will respect the integrity and security of the system and networks, and will exercise care to maintain this security.
- Students will take precautions to safeguard passwords and other privileged information to which they have been given access. Any passwords or verification codes assigned to a student are for the individual's use only.
- Students will regard these passwords or verification codes as personal identifiers of their computer use, similar to the individual signature on a document.
- An account holder is responsible for all actions performed from that account.
- A student will not attempt to monitor any other individual's computer or network use nor will a student attempt to obtain another individual's password or other private information.
- In the event that a student gains access to confidential or privileged information relating to the institution, or to students, employees, or other individuals, they will respect the confidentiality of all information to which they have access, neither divulging confidential information without appropriate consent nor seeking to obtain access to confidential information to which they are not entitled.
- Students will not make unauthorized copies of software or perform unauthorized installations of software or reconfigurations of systems.
- Students' use of computing resources, whether provided by organizations within or outside of The FCI, may be subject to additional norms of behavior or regulations specific to the resource, which they agree to follow
- All persons accessing The FCI computing resources will be held accountable for their conduct. As a
  matter of routine, use of The FCI computer systems and network is monitored and recorded by
  authorized staff members in order to safeguard the security and smooth operation of these resources.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 86 of 133

Any abuse or violation of the rules outlined here (or of other rules and practices governing the use of computer networks to which The FCI is attached) will lead to account suspension and immediate review, with the possibility of account revocation, further disciplinary action in accordance with The FCI rules and procedures, and/or probation and/or dismissal from school.

#### PERSONAL FILES AND PROGRAMS

Under no circumstances are students permitted to install any program that has not been purchased and approved by The FCI. These include, but are not limited to, games and screen savers. Virus-scanning software is provided on each library terminal and students should familiarize themselves with this software for the purposes of scanning media brought from home that are being used to transport a résumé, school project, or other type of school-related file. Questions should be directed to the Vice President of Information Technology.

11

# STUDENT AFFAIRS

## MISSION STATEMENT

The Office of Student Affairs (Student Affairs) works collaboratively with The FCI's students, alumni, faculty, administration, and food industry professionals to provide student-centered services of the highest quality. As education professionals and advocates, we provide the challenges, tools, and resources that enhance the classroom experience and foster ongoing career development of students and alumni. While building a community, Student Affairs develops lifelong relationships that bridge the gap between The FCI and the professional world, and that promote the success of The FCI.

## OFFICE OF STUDENT AFFAIRS

The FCI endeavors to create a positive learning environment for its students. Student Affairs has as its primary function the assistance of students on all matters relating to their status as members of The FCI community, including:

#### REGISTRAR

The Registrar's functions include, but are not limited to:

- Maintenance of attendance and grade records
- Preparation of letters for unemployment benefits and loan deferrals for prior school loans
- Preparation of letters verifying student status at The FCI
- Maintenance of transcripts
- Issuance of diplomas

#### **TRANSCRIPTS**

Student transcripts are available by submitting a written (dated and signed) request to the Registrar. Students must indicate whether the request is for an official or unofficial transcript. Official transcripts will be signed by the Registrar with the School seal affixed. An official request form is available from the Registrar's office.

#### **LOCKERS**

There are limited lockers available to use on a day-to-day basis. The FCI is not responsible for any items lost or stolen from a locker. All lockers must be emptied at the end of each day.

#### LOST AND FOUND

All lost or found items are to be reported to the main reception desk on the 2<sup>nd</sup> floor.

#### **HOUSING**

The FCI has a student housing apartment at the Avalon in Campbell, CA. Contact your admission representative for information regarding applying. Your admission representative may also be contacted for information about other local housing resources.

#### **ADVISING SERVICES**

Advising services are learning-based and short-term. Any student who experiences difficulties with study skills, test anxiety, interpersonal skills, or other personal concerns may receive assistance by contacting the Director of Student Affairs. The focus of these advising sessions is on assisting a student in the development of self-confidence, self-reliance, and problem solving skills.

#### **TUTORING**

The FCI endeavors to provide additional assistance to all students in need of help to complete a specific program requirement. To meet this need, tutoring is available on a limited basis to all students at no additional charge; however, tutoring is subject to the requirements of The FCI. In order for a student to participate in a tutoring program, a recommendation must come from his or her Chef-Instructor or the Director of Student Affairs. When recommended for tutoring, a student must attend all scheduled tutoring sessions. Tutoring sessions do not count as makeup attendance.

#### SCHEDULE CHANGE REQUEST

A student may wish to change a schedule due to a variety of circumstances including, but not limited to employment conflicts, commuting difficulties, and economic requirements. Schedule change requests must be submitted in writing to the Director of Student Affairs.

#### STUDENT ACTIVITIES

At The FCI and in the surrounding areas there are many opportunities for student activities related to food. Such activities can be a good extension of student's education. Student Affairs works to facilitate awareness and, when possible, organize activities that facilitate learning beyond the classroom.

#### **HEALTH INSURANCE**

The French Culinary Institute does not provide students with any type of health insurance. We strongly recommend that each student obtain an individual insurance policy in case of emergency. Please see Student Affairs staff for information on private health insurance companies. The School maintains an accident insurance policy that provides insurance for accidents occurring on the School premises requiring medical attention. This policy is secondary to any other coverage the student may have. It does not provide coverage for illness.

#### CAREER SERVICES

At The FCI, job placement assistance for graduates is as important as training. All students and alumni who have legal status to work in the U.S. may receive placement assistance from the Department of Career Services after completing 150 hours of coursework. Career Services staff is available to meet with students to discuss internship opportunities and job placement assistance. The FCI may limit or refuse placement assistance where in the judgment of the school, the student or graduate's record, or conduct at the school indicate that placement assistance would not be beneficial to the prospective employer, other students of The FCI, or the reputation of The FCI.

Career Services has information about the jobs posted on the job menu as well as background information about restaurants, bakeries, magazines, and other food industry establishments. Career Services has a complete program for assisting students and alumni in seeking employment in their chosen field.

Among many of the services the Department of Career Services provides:

- Ongoing job placement assistance for alumni and students
- Sample résumés and job search resources
- Individualized career advising and résumé writing assistance
- Voluntary internship contacts
- Volunteer opportunities with culinary organizations
- Detailed information on job opportunities and employers
- Networking connections
- Workshops and on-site interviews
- Information about professional organizations

#### CAREER FAIRS

A Career Fair is held twice each year. Career Fairs bring employers to The FCI and give students and alumni a chance to learn about different careers in the industry and discuss potential employment possibilities.

# ADMISSIONS REQUIREMENTS & PROCEDURES

All applicants are strongly encouraged to visit The FCI as part of the application process. The Office of Admission is located at 700 West Hamilton Ave, Campbell CA 95008. Applicants are encouraged to contact the office and arrange an interview with an admission representative by calling 1-866-318-CHEF. Individuals must be at least 17 years of age with a high school diploma, or the equivalent, to enroll in the Classic Culinary Arts or Classic Pastry Arts and must be 21 years of age with a high school diploma, or the equivalent to enroll in the Wine Appreciation.

# CLASSIC CULINARY ARTS & CLASSIC PASTRY ARTS

In order to initiate the admissions process to The French Culinary Institute a prospective student must submit:

- A completed application for admissions.
- A \$100 non-refundable application fee, except that (i) the student may cancel the enrollment agreement
  without penalty within three days after signing the enrollment agreement and making an initial payment
  and (ii) a student who has not visited the school's facility prior to enrollment may withdraw without
  penalty within three days following attendance at orientation or a tour of the facilities and inspection of
  the equipment.

Alumni applying to The FCI for a second time will be credited as already having paid the \$100 application fee. Other applicants applying to The FCI for a second time must pay the application fee if it has been more than three years from the date of original application.

Applicants must finish their application for enrollment by completing the following prior to beginning coursework:

- 1. The following Admissions documents must be submitted within 30 days\* of application submission and payment of the \$100 non-refundable application fee:
  - o Proof of high school graduation or the equivalent. (High school or postsecondary school diploma, GED, official high school transcript with a graduation date, or an official college transcript which indicates that a high school diploma is the basis of admission into the program). Home School diplomas must meet the requirements of California. Students whose proof of high school or college graduation is from a foreign institution must provide an official transcript or copy of the original diploma and it must be accompanied by an official, notarized translation.
  - o A work Resume.
  - Sign the Enrollment Agreement and School Performance Fact Sheet. Students under the age of 18 at the time of enrollment will require the signature of a parent or guardian on the enrollment agreement.
  - Medical certification that the applicant is free of hepatitis A and tuberculosis\*
  - Uniform Order
  - \*An exception can be made only for the medical form, which must be completed no more than six months prior to the class start date.
- 2. Establish ability to pay the cost of attendance no later than 60 days prior to the orientation day as a cash payer:
  - o Cash Payers: Cash payers may pay in full no later than 60 days prior to the class start, or may pay in installments after meeting with the Financial Aid office and signing a retail installment obligation 60 days prior to orientation. Tuition will be financed with zero interest in accordance with a payment plan that requires the first payment in the amount of \$4,500, 60 days prior to orientation, a second payment of \$5,400 on or before orientation, and the balance paid in further installments due on the first of each month beginning approximately one month after the start date. The last payment must be made no later than 14 days prior to graduation.
  - o Applicants for Financial Aid: Financial aid applicants will be required to have all necessary

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 90 of 133

paperwork submitted 60 days prior to orientation.

 Tuition Options: Alternative extended payment plan option. Please contact the Financial Aid office to see if you qualify.

Failure to complete enrollment as specified above will result in cancellation of the enrollment agreement. Students wishing to enroll in a later class start must sign a new enrollment agreement. A new application for admission and application fee must be submitted if it has been more than three years from the date of the student's original enrollment agreement.

## WINE APPRECIATION

In order to initiate the admissions process to The French Culinary Institute a prospective student must submit:

- A completed application for admissions.
- A \$100 non-refundable application fee, except that (i) the student may cancel the enrollment agreement
  without penalty within three days after signing the enrollment agreement and making an initial payment
  and (ii) a student who has not visited the school's facility prior to enrollment may withdraw without
  penalty within three days following attendance at orientation or a tour of the facilities and inspection of
  the equipment.

Alumni applying to The FCI for a second time will be credited as already having paid the \$100 application fee. Other applicants applying to The FCI for a second time must pay the application fee if it has been more than three years from the date of original application.

Applicants must finish their application for enrollment by completing the following prior to beginning coursework:

- 1. The following Admissions documents must be submitted within 30 days of application submission and payment of the \$100 non-refundable application fee:
  - o Proof of high school graduation or the equivalent. (High school or postsecondary school diploma, GED, official high school transcript with a graduation date, or an official college transcript which indicates that a high school diploma is the basis of admission into the program). Home School diplomas must meet the requirements of California. Students whose proof of high school or college graduation is from a foreign institution must provide an official transcript or copy of the original diploma and it must be accompanied by an official, notarized translation.
  - o A work Resume.
  - o Sign the Enrollment Agreement and School Performance Fact Sheet.
  - o Copy of ID/Drivers License or Passport
- 2. Establish ability to pay the cost of attendance no later than 60 days prior to the orientation day as a cash payer or as an applicant for financial aid:
  - o Cash Payers: The full payment is due no later than the first day of class.
  - Applicants for Financial Aid: Financial aid applicants will be required to have all necessary paperwork submitted 60 days prior to orientation.

Failure to complete enrollment as specified above will result in cancellation of the enrollment agreement. Students wishing to enroll in a later class start must sign a new enrollment agreement. A new application for admission and application fee must be submitted if it has been more than three years from the date of the student's original enrollment agreement.

#### LATE APPLICANTS

Students applying within 60 days of a class start will not be regarded as confirmed in a particular class start until admission/enrollment paperwork is complete and ability to pay is confirmed.

- Students who initiate the admission process as outlined above, fewer than 61 days but more than 14 days prior to class's orientation date, have 14 days to provide admission documents and demonstrate their ability to pay the cost of attendance (as outlined above). Failure to comply within 14 days will result in cancellation of the enrollment agreement. Students wishing to enroll in a later class start must sign a new enrollment agreement.
- Applicants who make a deposit within 14 days of the orientation of a class have no claim to a seat in the class until they have supplied the required admission documents and have demonstrated their ability to

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 91 of 133

pay the cost of attendance (as outlined above). Failure to comply with these rules by the first day of class will result in cancellation of the enrollment agreement. Students wishing to enroll in a later class start must sign a new enrollment agreement.

#### FAILURE TO MAKE TIMELY PAYMENTS

All students are required to meet financial obligations to the school. A student who fails to make payments as required will be placed on Bursar Probation for a period of two weeks or other period at the discretion of the Director of Financial Aid. If the student's account is not current at the end of the probationary period the student will be withdrawn from the program. Specific cases are subject to the discretion of the Director of Financial Aid. A student who has been withdrawn for failing to meet financial obligations may apply for re-entry to the program as outlined in the School Policies section. In addition, the student must establish that he/she has met all financial obligations to the school and that the student has established ability to pay any new financial obligations that will be incurred upon re-entry

#### ENGLISH LANGUAGE PROFICIENCY

If English is not your first language, you must demonstrate English language proficiency. English language proficiency can be demonstrated by earning a score of at least 500 (paper version), 173 (computerized version), or 61 (iBT) on the test of English as a foreign language ("TOEFL"). TOEFL scores may be submitted directly to The FCI through the Educational Testing Service (TOEFL code 9059). Applicants who have a bachelor's degree or higher from a college or university in the United States and who submit an official transcript will be regarded as having demonstrated English proficiency.

#### **INTERNATIONAL APPLICANTS**

International applicants must also demonstrate the financial resources necessary to cover the cost of attendance: tuition and fees plus living expenses (for exact amounts see budget section). Applicants must submit an official bank statement documenting these resources. If funding is to be provided by a sponsor, the bank statement must be accompanied by a letter in which the sponsor pledges financial support. For more information regarding documentation of financial resources, applicants should speak to the International Student Advisor. International applicants requiring an M-1 visa should apply for admission to The FCI a minimum of three months prior to their anticipated program start date. International applicants must secure their visa at least thirty days prior to the start date of their program. Failure to do so may result in the cancellation of the enrollment agreement. Students wishing to enroll in a later class start must sign a new enrollment agreement. The school does not provide visa services. The school does not provide English language instruction. All courses are taught in English only and students are required to have English language proficiency as set forth above. Please contact the International Student Advisor for more information.

#### LATE STARTS

- A student beginning Classic Culinary Arts or Classic Pastry Arts may be permitted to begin instruction
  up to the third lesson after the program has started. A student beginning The Wine Appreciation may
  be permitted to begin instruction on the third day after the program has started.
- Students starting after the first day of class are required to complete makeup classes for any hours missed as a result of starting late.
- A student entitled to a refund as a result of withdrawal from the program will have the refund calculation based on his or her actual start date, not the date of the program start.

#### **RE-ENTRY**

Students seeking re-entry to The FCI after withdrawal from a program should follow the procedures outlined in the School Policies section of the Catalog.

## NON-DISCRIMINATION POLICY

The French Culinary Institute admits students without regard to race, gender, sexual orientation, religion, creed, color, national origin, ancestry, marital status, age, disability or any other factor prohibited by law. In the case of mental or physical disability, each application is assessed on a case-by-case basis, taking into account the physical and mental demands of typical entry level positions in any of the industries that The French Culinary Institute provides training for.

## STUDENTS WITH DISABILITIES

#### **LEARNING DISABILITIES**

Any student with a learning disability who requires a reasonable accommodation should contact Rhonda Lynn, Director of Student Affairs at 408-370-5566.

#### OTHER DISABILITIES

Students requiring reasonable accommodation for a disability covered under the Americans with Disabilities Act should contact Rhonda Lynn, Director of Student Affairs at 408-370-5566.

#### **DISABILITY MEANS:**

- 2. A physical or mental impairment that substantially limits one or more major life activities; or
- 3. A record of such impairment; or
- 4. Being regarded as having such impairment (i.e., as a result of the attitudes of others toward such impairment).

Any information provided about a student's disability will be used only by the appropriate office and will not prejudice that student's application. Students are not required to disclose a disability to the Office of Admission.

# COURSE OFFERINGS

## **CLASSIC CULINARY ARTS**

SCHEDULE	THEORY	PRACTICE	TOTAL	DAY LENGTH	EVENING LENGTH
LEVEL I — QUALITY: INTRODUCTION TO CULINARY TECHNIQUES	18 HRS	82 HRS	100 HRS	4 WKS	6.67 WKS
LEVEL II — QUALITY: BUILDING CULINARY FOUNDATIONS	25 HRS	75 HRS	100 HRS	4WKS	6.67 WKS
LEVEL III — DISCIPLINE: SKILLS FOR CONSISTENCY AND REFINEMENT	20 HRS	80 HRS	100 HRS	4WKS	6.67 WKS
LEVEL IV — DISCIPLINE: TECHNIQUES IN BUFFET, CHARCUTERIE, AND VOLUME COOKING	15 HRS	85 HRS	100 HRS	4WKS	6.67 WKS
LEVEL V — REALITY: INTRODUCTION TO THE PROFESSIONAL KITCHEN	10 HRS	90 HRS	100 HRS	4WKS	6.67 WKS
LEVEL VI — REALITY: CONFIDENCE, CONTROL AND CREATIVITY IN THE PROFESSIONAL KITCHEN	11 HRS	89 HRS	100 HRS	4WKS	6.67 WKS
TOTAL PROGRAM	99 HRS	501 HRS	600 HRS	24 WKS	40 WKS

#### SCHEDULE OF INSTRUCTION

Full-time (day program)
Monday through Friday: 8:00 am to 2:00 pm
Part-time (evening program)

Monday, Wednesday, and Friday 6:00 to 11:00 pm

#### MAXIMUM NUMBER OF STUDENTS

Classic Culinary Arts contains a maximum of 18 students per class.

#### **EDUCATIONAL OBJECTIVES**

The 600-hour program that comprises the Classic Culinary Arts curriculum is designed to initiate a cook's career path as an entry-level line cook. This path may eventually lead to the position of Chef, Executive Chef, and other prestigious positions in the industry. The curriculum has been devised to train novice cooks to acquire the knowledge, skills, fundamentals, techniques, and discipline necessary for entering their chosen field. This strong base will serve as the foundation for career advancement. Students are required to acquaint themselves with the hands-on experience of cooking from the beginning. In the last third of the program, the student will be introduced to the reality of a working professional kitchen that services the school's private dining area. It is here that the student will quickly develop the organizational skills necessary to function as a member of a station team and eventually to take on the responsibility of chef de partie under the watchful eye of the Chef-Instructor. Each student must meet and maintain the standard of quality of the food prepared and served in the school's private dining area under real-time constraints. Upon satisfactory completion of this program, a student will be qualified to assume an entry-level position.

#### LEVEL I - QUALITY: INTRODUCTION TO CULINARY TECHNIQUES

(100 HOURS)

These initial 100 hours begin the novice cook's journey to mastery of the art of fine French cooking. The introductory weeks train students in the fundamental techniques, skills, and discipline needed as a foundation for the remaining period of instruction, and provide an introduction to Sanitation through the NRA's ServSafe program. Experienced Chef-Instructors, and any necessary assistants, supervise and monitor each student's progress in a hands-on kitchen/classroom setting. Students begin cooking their very first day, using the Total ImmersionSM process, which is the philosophy of The FCI.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 94 of 133

Throughout this segment, students will be expected to respond to instruction given by the Chef-Instructors. Each day, students are expected to arrive dressed to cook (with uniform pressed and shoes shined) and ready to accomplish the tasks at hand. Focusing on theory and practice, students will develop their "cooking reflexes" and practice the communication skills necessary for working in a commercial kitchen. In addition, each student will learn how to set up and organize a work station, execute a basic recipe, and follow directions. It is the goal of The FCI to have each student develop the confidence to eventually work efficiently in a professional kitchen setting.

Beginning in Level I, students are taught how to work in teams, how to correctly perform tasks as basic as washing and peeling vegetables and as complex as preparing classic dishes, how to conduct themselves properly in a kitchen environment, and how to recognize basic safety precautions. Working in a real kitchen, students will become intimate with classic culinary techniques, terminology, and equipment and familiarize themselves with the primary elements of the craft. Each student works closely with the faculty and staff to adopt the mature attitude necessary to build a successful culinary career. As the first building block of a culinary education, this segment requires diligence and concentration. The FCI's Chef-Instructors create a friendly yet highly disciplined setting and provide constructive support to help students take these first steps.

#### SKILLS ACQUIRED

Recognition of: different cuts of meat, fowl, seafood, and vegetables; proper preparation of stocks and sauces; specific cooking techniques for a variety of dishes; organization and cleanliness; a selection of recipes from the classical French repertoire.

Knowledge of: correct seasoning; required use, care, and implementation of knives; kitchen hygiene; regulated use of all basic kitchen equipment; proper maintenance and cleanliness of equipment

Understanding of: importance of food safety issues for the conservation of foodstuffs; avoidance of waste

Upon completion of Level I, each student will be expected to:

- Have been present, properly attired, and on time daily
- Be familiar with requisite equipment—its use, maintenance, and care
- Be aware of time requirements for preparation and execution of dishes
- Properly execute the cuts of meat, fowl, fish, and vegetables required by specific recipes
- Know the basic cooking techniques or styles of meat, fowl, fish, and vegetables

#### SEGMENT STRUCTURE

On each class day, after attendance, the Chef-Instructor will lecture and do a demonstration on the day's subject, followed by a question and answer period. A mise en place ("put in place") of the workplan for the day will be given. Students will then work in teams on a specific recipe and create a finished dish. Throughout the progression of the recipe, Chef- Instructor will provide individual attention and feedback.

#### LEVEL II - QUALITY: BUILDING CULINARY FOUNDATIONS

#### (100 HOURS)

In Level II, students will advance their knowledge of the skills taught in Level I and will develop significant new skills. They will learn basic nutrition and continue their training in food safety through the ServSafe® curriculum. Students will work toward the valuable certification by learning how various foods should be handled, beginning with receiving and continuing through production and onto the dinner plate. Students will also learn the functions of fats, proteins, and carbohydrates in the body, and how to select and prepare ingredients to get the best nutritional value in meals. Level II also teaches the fundamentals of cheese and cheese production, and provides an in-depth look at rice and various forms of pasta. In this unit students will also be introduced to various batters, doughs and creams. Finally, menu design (construction) and the art of food presentation will be important elements in the students' training.

#### SKILLS ACQUIRED

Recognition of: proper food handling and storage of foodstuffs; rice, pasta, grains, eggs, and legumes; nutritional considerations in food preparation; a variety of recipes for mixtures and crèmes from the classical French dessert repertoire; major wine grape varietals and wine-producing regions, characteristics that distinguish wines from these regions; cheese making processes; distinguishing characteristics of varieties of cheese.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 95 of 133

Knowledge of: basic nutritional considerations, food safety principles, care and maintenance of professional equipment; influence of sustainability and seasonality of menus.

Understanding of: the organization of a work station, the importance of camaraderie in a team, menu construction, the importance of taste and color in the plating of a recipe

Upon completion of Level II, each student will be expected to:

- Prepare ingredients to create the greatest nutritional value
- Prepare five different pâtes: à choux, feuilletée, brisée, sucrée, and sablée
- Prepare three different appareils: pâte à frire, pâte à crêpe, and génoise
- Prepare crème anglaise, crème pâtissière, sorbet, ice cream, mousse, and meringue
- Execute curriculum dishes in a team setting to the instructor's specifications and approval

#### SEGMENT STRUCTURE

As in Level I, after attendance, the Chef-Instructor will lecture and do a demonstration on the day's subject, followed by a question and answer period. A mise en place ("put in place") of the work plan for the day will be given. Students will then work in teams on specific recipes and create finished dishes.

Throughout the progression of the recipe, Chef-Instructor will provide individual attention and feedback. Each completed dish will then be presented to the Chef-Instructor for critique.

#### LEVEL III - DISCIPLINE: SKILLS FOR CONSISTENCY AND THEIR REFINEMENT

#### (100 HOURS)

Skills initiated in Levels I and II will become ingrained in Level III. In this segment, the students will execute classical French dishes from each of the four departments of the professional kitchen: garde-manger, poissonnier, saucier, and pâtissier.

Timing, organization, efficiency, multi-tasking and teamwork are the goals. Learning each of the divisions of the professional kitchen will help the beginning cook continue to hone basic skills and provide a foundation for the development of the creative process required for fine cooking.

In Level III, students will also begin their education in low temperature cooking techniques. At the completion of this level, students will be able to execute classical French dishes within time constraints and must take a comprehensive midterm examination to demonstrate that competency.

#### SKILLS ACQUIRED

Recognition of: varied applications of cooking techniques, strong work ethic required in the kitchen, details of fine cooking, structured methods of plating.

Knowledge of: how to set up and maintain a work station, requisitioning food, classical French dishes, timing and organization required to properly execute those dishes

Understanding of: complete organization of a work station, how to work efficiently, the importance of teamwork, building on the importance of flavor and plating of a recipe

Upon completion of Level III, each student will be expected to:

- Be properly attired, organized, clean, and prepared for the class objectives
- Know and understand the required basic recipes and techniques
- Accept responsibility for the setup and execution of the required dishes on each station
- Know how the elements of a specific recipe should be presented

#### SEGMENT STRUCTURE

After attendance, each day will commence with a 30-minute lecture and demonstration. At this point, key issues concerning each dish will be explained and students will begin specific work in their respective stations (either garde manger, poissonnier, saucier, or pâtissier). Students will then prepare and serve their dishes under the guidance and direction of the Chef-Instructor. Upon completion, students will receive feedback from the Chef-Instructor.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 96 of 133

# <u>LEVEL IV - DISCIPLINE: TECHNIQUES IN BUFFET, CHARCUTERIE, AND VOLUME COOKING</u>

(100 HOURS)

In this segment, students will begin to focus on volume cooking, making their experience of the rigors of a professional kitchen much more realistic. Each day, students will work in one of two stations: quantity cooking (family meal), buffet/ catering.

The volume cooking segment will require the student to work in a team to organize, prepare, and serve the meals cafeteria style to students and staff. The food prepared for family meals will be chosen from standardized curriculum recipes that reinforce techniques learned in Levels I, II, and III, stressing a well-balanced nutritional content. Each family meal will include a salad, protein-based entrée, vegetable, starch, and an ethnic vegetarian option.

Buffet/Catering will teach students how to prepare and serve hot and cold food appropriate for a catered affair. As part of each lesson the student will plan, organize, and prepare food for display, emphasizing color, proportion, arrangement, and logical traffic flow. The student teams will also arrange and decorate the buffet as is normal for a catered affair, and serve the completed dishes to faculty and students.

#### SKILLS ACQUIRED

Recognition of: timing constraints in preparation and service, serving the buffet and staff meal (e.g. portioning and slicing), use of learned cooking methods and standard equipment to produce high volume meals, application of proper sanitation procedures in order to prepare family meals safely

Knowledge of: charcuterie preparation; hot and cold buffet preparations, setting up decorations for the buffet table

Understanding of: proper slicing, portioning, and serving techniques at the buffet table

#### SEGMENT STRUCTURE

On each class day, after attendance, the Chef-Instructors will lecture and do a demonstration on the day's subject if necessary, followed by a question and answer period. The mise en place of the workplan for the day will be given. Students will then work in teams on one of two stations: buffet/catering, quantity cooking (family meal). Throughout the class time, students will be working under a strict production schedule and will receive, as always, individual attention and feedback from the Chef-Instructors.

# <u>LEVEL V - REALITY: INTRODUCTION TO THE PROFESSIONAL KITCHEN</u> (100 HOURS)

# LEVEL VI - REALITY: CONFIDENCE, CONTROL, AND CREATIVITY IN THE PROFESSIONAL KITCHEN

(100 HOURS)

As students enter Level V, they are considered entry-level cooks. They are now responsible for part of the daily menus in our private dining area learn to work with efficiency, accuracy, and consistency in the restaurant environment, under the strict supervision of the Chef-Instructor. Students must demonstrate the ability to prepare food using all common cooking methods, to adapt classic techniques and dishes to contemporary tastes, and to identify and correct inappropriate seasoning, texture, and consistency. At this point, the ability to interact with other cooks, to take direction, to execute assigned tasks, and to be flexible are judged as strenuously as the command of recipe comprehension and execution.

Students rotate through the garde-manger, poissonnier, saucier, and pâtissier stations, in Level V executing dishes typically served at a brasserie or bistro, followed in Level VI with a progressive menu using more advanced techniques. In Levels V and VI students will learn about the complexities, rules, and regulations of a highly organized kitchen and will become more discerning judges of the food they are preparing. Level VI is designed to be progressively more difficult than Level V, and the menu and curriculum will rotate to emphasize seasonal ingredients.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 97 of 133

At the completion of these two levels, a student will have acquired the minimum skills necessary for an entry-level position in a professional kitchen. Every student who has met the requirements of all six levels will come to know les bases de la cuisine ("the foundations of cooking") through rigorous culinary training. From this point, it is the student's self motivation and creativity that will determine their future.

#### SKILLS ACQUIRED

Recognition of: food arrangement and plating considerations, achieving consistency as a guideline for the final product

Knowledge of: how to expedite dishes consecutively with time constraints; coordination and firing of multiple dishes, setup and breakdown of the kitchen stations

Understanding of: volume preparation of the recipes; strict weighing and portioning of proteins; preparation of accompanying sauces and vegetable garnishes

Upon completion of Levels V and VI, each student will be expected to:

- Be familiar with a larger variety of meats, fowl, fish, vegetables, and fruits in their natural state, in the classic cuts, and in standard recipes
- Be able to organize a station as chef de partie
- Recognize techniques in a given recipe
- Take initiative and improvise as necessary
- Explain a recipe and its progression to other members of a team

#### SEGMENT STRUCTURE

After attendance, the Chef-Instructor will lecture on the day's menu, detailing the recipes, procedures, and plating, as well as the mise en place required for the service. Every class ends with cleanup and a final inspection of the refrigerators and cooking equipment.

Upon completion of the final examination, each student's performance will be critiqued by invited judges in a casual setting. The judges' grades, along with the chef monitor's grades, will determine a portion of the student's final test grade.

#### **GRADING**

Throughout the curriculum students will be given written examinations and practical evaluations. Students must achieve a minimum passing grade of 70% or higher or will be withdrawn at the end of Level I (subject to the discretion of the President and Director of Culinary Arts). Students failing to achieve a passing average on any subsequent level may be placed on probation or required to repeat the level (at the discretion of the President and Director of Culinary Arts). Students must achieve a minimum passing grade on the midterm. In the event of a failing grade on the midterm, a student may be offered one retake within 14 calendar days at the discretion of the President and Director of Culinary Arts. Any student that fails the re-take will be immediately withdrawn from the program. Students must have a minimum average of 70% at the midpoint of the program or will be withdrawn in accordance with the academic progress policy. All students are required to submit a menu project in Level V. This project allows all students to express their creativity and style by demonstrating the knowledge they have acquired in the program to date. This project extends beyond regular classroom study and will require a reasonable investment of time and resources outside of the school. This project will be worth 20% of the student's overall grade for Level V. The criteria and grading details will be given to the student by the Chef Instructor during level III. At the completion of Level VI, students will be required to take a final examination. A minimum passing grade of 70% must be achieved on the final. In the event of a failing grade on the final exam, a student may be offered one retake within 14 calendar days at the discretion of the President and Director of Culinary Arts. Upon retaking the final examination, any student who fails for the second time will be immediately withdrawn from the program, subject to the discretion of the President and Director of Culinary Arts. Students must have a cumulative grade of 70% or higher in order to graduate from the program. Students finishing this program will receive a diploma. Graduates will have been disciplined in a strong base, enabling them to function immediately in a restaurant as an entry-level line cook.

22

## **CLASSIC PASTRY ARTS**

SCHEDULE	THEORY	PRACTICE	TOTAL
Tarts, Cookies, and Sanitation	10	55	65
Pâte à Choux	3	22	25
Puff Pastry	5	35	40
Viennoiserie	3	22	25
Bread	4	26	30
Cakes 1	5	40	45
Cakes 2	3	27	30
Petits Fours	3	37	40
Chocolate 1	5	35	40
Chocolate 2	4	36	40
Individual Desserts 1	4	26	30
Individual Desserts 2	2	28	30
Individual Desserts 3	5	50	55
Sugar 1	2	28	30
Sugar 2	2	28	30
Wedding Cakes	2	13	15
Review, Written, and Practical Final Exam	2	28	30
TOTAL PROGRAM	64 hrs	536 hrs	600 hrs

FULL-TIME: 24 WEEKS PART-TIME: 40 WEEKS

#### SCHEDULE OF INSTRUCTION

Full-time (day program)

Monday through Friday: 7:00 am to 12:00 pm

Full-time (midday program)

Monday through Friday: 12:30 pm to 5:30 pm

Part-time (evening program)

Monday, Wednesday, and Friday: 6:00 to 11:00 pm

#### MAXIMUM NUMBER OF STUDENTS

Classic Pastry Arts classes contain a maximum of 24 students.

#### **EDUCATIONAL OBJECTIVES**

The 600-hour program that comprises the Classic Pastry Arts curriculum is composed of 17 sections that include pastry theory, technique, and implementation, which give the student the skills for entry-level employment in a commercial bakery or kitchen creating professional quality desserts. Students are given a thorough understanding of the philosophy and rules of basic pastry. The skills learned will encourage the use of individualized flavor combinations to compose unique desserts as well as a proficiency at writing and designing specialty menus. Working in a setting unique to The FCI, each student is furnished with an individual work station allowing daily hands-on experience. Team projects prepare students to master the complexities of the commercial marketplace. Escalating through the lessons, students will learn to relate all recipes to the overall development of grand desserts. Lessons cover recipe construction through the complete comprehension of the basics necessary to conceive the ultimate *piece de resistance*.

Upon satisfactory completion of this program, a student will be qualified to assume an entry-level position as an assistant pâtissier.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 99 of 133

The following restrictions will apply to the order in which units must be taught:

- Tarts, Cookies, and Sanitation must be taught first
- Cakes 1 must come before Cakes 2
- Individual Desserts 1 must come before Individual
- Desserts 2 and Individual Desserts 3
- Sugar 1 must come before Sugar 2
- Tarts, Cookies and Sanitation, Puff Pastry 1, Viennoiseries
- and Cakes 1 must be taught prior to Petits Fours,
- Individual Desserts 1, and Wedding Cakes
- Review and Final must come last

#### TARTS, COOKIES, AND SANITATION

In this initial segment, the beginning pâtissier will learn basic equipment use, measurements, procedures, knife skills, theory, and the recipes required for fundamental French short and rich pastry dough, such as pâte brisée, pâte sucrée, and pâte sablée, as well as basic cookie dough and tart fillings. This will set the first building block for the successful execution of all levels of basic tarts and cookies. In this section students will train and take the exam for food safety certification from the National Restaurant Association—the most widely accepted food-handling certification in the country.

#### PÂTE À CHOUX

Students are taught basic equipment use, procedures, theory, and recipes for creating pâte à choux, also known as cream puff pastry. A variety of desserts made with this uniquely sticky dough will be examined, as will different combinations of fillings and glazes.

#### PUFF PASTRY 1

In this segment, students will learn basic recipes, procedures, and skills necessary for creating and handling four types of puff pastry—the delicate, multi-layered pastry dough also known as pâte feuilletée—will be taught. Instruction for the creation of napoléons, palmiers, and many other rich delicacies is included. Students will learn advanced uses for the dough, and they will complete written and practical evaluations.

#### **VIENNOISERIES**

Students are introduced to the basic recipes, procedures, theory, and skills to create enriched-dough products such as croissants, Danish, brioche, quick breads, and classic European, ethnic, holiday, and specialty breads.

#### **BREAD**

In this segment, students are introduced to lean bread doughs, including baguette dough. Students will also learn steps used for artisanal bread making. In this unit, students will also receive information on nutrition as it is related to food products.

#### CAKES 1

In this segment, students are introduced to recipes, procedures, skills, and theory for making classic and modern cakes and gâteaux. A wide variety of sponge cakes, fillings, and decorating techniques are covered, including genoise, biscuit, meringue, Bavarian creams, mousse, and ganache fillings. Students are introduced to decorating techniques using various icings, rolled fondant, marzipan, and glazes.

#### CAKES 2

In this segment, students continue skill development on cakes and decorating techniques and learn to prepare rolled cakes and chiffon cakes. The uses of rolled fondant to cover a cake and decorating are emphasized. A practical skills examination includes designing and building a special occasion cake. The completion of this section marks the midpoint of the program and students must take and pass a comprehensive midterm examination.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 100 of 133

#### PETITS FOURS

The now somewhat-seasoned pâtissier is introduced to the bite-sized, beautifully iced and decorated treats that are often the finishing touch to a dinner or banquet. All the basic recipes, procedures, and skills necessary for creating baked and non-baked petits fours will be examined, including cutting, molding, filling, glazing, and decorating.

#### **CHOCOLATE 1**

Students will be introduced to the history of chocolate as well as the manufacturing process. Students will learn different methods for tempering dark, white, and milk chocolate. Baking with chocolate and an introduction to chocolate candies including a basic ganache and dipping techniques will be covered. Students will learn how to design and execute a functional piece made from chocolate.

#### **CHOCOLATE 2**

More advanced chocolate techniques and candy making will be covered, including molded bonbons and flavored ganaches. Students will develop and execute recipes for bonbons. Students will learn decorating techniques such as coloring chocolate, and they will design and build a chocolate showpiece.

#### **INDIVIDUAL DESSERTS 1**

Students will apply the techniques they studied earlier and be introduced to a number of new techniques including ice creams, sorbets, and sauces. The section will focus on plated desserts and students will learn how to properly describe desserts for a menu.

#### **INDIVIDUAL DESSERTS 2**

Students will build on previous skill development. New techniques including frozen desserts, advanced creams, and fillings such as sabayon will be introduced. Particular emphasis will be placed on adjusting menus for seasonality and developing student speed and organization for plating multiple desserts.

#### INDIVIDUAL DESSERTS 3

Students will continue to work on more advanced desserts including à la minute (hot) items such as soufflés and deepfried desserts. Students will create their own dessert menu, learn how to order ingredients based on a given menu, and execute desserts for a chefs' tasting.

#### SUGAR 1

Students will be introduced to the basic recipes, procedures, and skills required to create nougatine and marzipan. Students will learn basic techniques for air brushing and pastillage. They will design and build a functional piece with pastillage and learn the basic techniques of making sugar paste flowers.

#### SUGAR 2

Students learn the procedures for cooking, pouring, and blowing sugar. They will also learn to make and decorate showpieces. Students will work together to design a showpiece for a theme.

#### WEDDING CAKES

Students will create a three-tiered wedding cake using some or all of the decorative techniques they have learned, with special emphasis on design and planning.

#### REVIEW, WRITTEN, AND PRACTICAL FINAL EXAM

This segment is the culmination of the entire program, with students using all the skills learned to put together a variety of pastries and candies that are displayed on a stand made out of chocolate, pastillage, nougatine, or cooked sugar. Special emphasis is placed on timing, scheduling, accuracy, and presentation.

#### SKILLS ACQUIRED

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 101 of 133

Development of: a thorough understanding of the philosophy of pastry making; a clear conception of the interrelationship of the mathematical rules of basic pastry recipes Knowledge of: the complexities of the commercial marketplace; the relationship of all recipes to the overall development of grand desserts; how to construct a recipe through the complete comprehension of the building blocks necessary to conceive the ultimate dessert

Upon completion of the Classic Pastry Arts program, each student will be expected to:

- Have been present, properly attired, and on time daily
- Be familiar with all pastry and baking equipment—their use, maintenance, and care
- Be aware of time requirements for oven heating for pastry making/baking
- Properly execute the creation of all of the types of pastries taught throughout the Classic Pastry Arts program
- Have a clear understanding of the theory, procedures, and skills necessary for the successful completion
  of a specific recipe
- Have the ability to create decorative and specialty cakes
- Properly execute the creation of fillings, glazes, frostings, ganaches, mousse, Bavarians, and parfaits

#### SEGMENT STRUCTURE

On each class day, after attendance, the Chef-Instructor will lecture on the day's subject with a question and answer period to follow. A mise en place ("put in place") of the work plan for the day will be given with a time schedule to be followed. Students will then work on a specific recipe or, during decorative work sections, a creative project. Components are then put together to create a finished product. Throughout the execution of a recipe or a decorative project, individual feedback from the Chef-Instructor is available. The finished product (as well as its components) is presented for critique and discussion by the Chef-Instructor. Finally, itemized cleanup ends the session.

#### **GRADING**

Throughout the curriculum, students will be given written examinations and assigned practical projects, as well as weekly grade evaluations for student class performance. A student failing a section may be placed on probation or required to repeat the section, at the discretion of the President and Director of Culinary Arts, Students must achieve a minimum passing grade on the midterm. In the event of a failing grade on the midterm, a student may be offered one retake within 14 calendar days at the discretion of the President and Director of Culinary Arts. Any student that fails the re-take will immediately be withdrawn from the program (subject to the discretion of the President and Director of Culinary Arts). Students must have a minimum average of 70% at the midpoint of the program or they will be withdrawn in accordance with the satisfactory academic progress policy. At the completion of the program, students are required to take a final examination. A minimum passing grade of 70% must be achieved on the final exam. In the event of a failing grade, a student may be offered one retake within 14 calendar days at the discretion of the President and Director of Culinary Arts. Upon retaking the final examination, any student that fails for the second time will be immediately withdrawn from the program (subject to the discretion of the President and Director of Culinary Arts). Students must have a cumulative grade of 70% or higher in order to graduate from the program. Students completing this program will receive a diploma. Graduates will have been disciplined in a strong base enabling them to function immediately in any commercial pastry kitchen as an entry-level pastry cook.

26

## WINE APPRECIATION PROGRAM

SECTION TOPICS	THEORY	PRACTICE	TOTAL
Wine Foundation	18	18	36
Wines of France	22	22	44
New World Wine Regions	14	14	28
Wines of Italy - 24 hours	12	12	24
Wines of the Iberian Peninsula	10	10	20
Wines of Germany and Eastern Europe	8	8	16
Beers & Spirits	8	8	16
Wine Program Management	8	8	16
TOTAL PROGRAM	100 hrs	100 hrs	200 hrs

FULL-TIME: 10 WEEKS PART-TIME: 20 WEEKS

#### SCHEDULE OF INSTRUCTION

Full-time (day program)

Monday through Friday: 10:00 am to 2:00 pm

Part-time (evening program)

Tuesday, Wednesday, and Thursday: 6:00 to 10:00 pm

#### MAXIMUM NUMBER OF STUDENTS

Wine Appreciation classes contain a maximum of 22 students.

The Wine Appreciation is a 200 clock hour course. The class is a combination of lecture and lab with approximately half the time being lecture and the other half being lab where students taste wines and practice the art of proper service. This program may be taken as a full time schedule allowing the student to complete their training in 10 weeks, or as a part time schedule allowing the student to complete in 20 weeks. There are 50 class periods of 4 hours, with class size limited to 22 students. Upon successful completion students will receive a diploma of Wine Studies & Appreciation. The course also includes the 3 day Introductory and Certified Examination administered by the Court of Master Sommeliers™. The program prepares successful graduates for entry level positions into the wine industry with emphasis in the areas of sales and service.

#### WA 101- WINE FOUNDATION - 36 HOURS

The Wine Foundation Course will prepare students for future classes on the wine regions of the world. The course begins with the basics of grape growing and winemaking. Students will learn about the physiology of taste and how to taste and talk about wines. They will learn to assess, blind taste and identify flaws in wines. We will discuss the effects of aging wines and proper cellar conditions. There will be a detailed hands-on session on professional wine service including sparkling wines and decanting. The class will culminate in an international overview of important wine regions. An average of 6 to 8 wines will be tasted each day.

Course Objectives: Upon completion of this course students will:

- Know how the sense of taste and smell are used in the tasting and identification of wines
- Experience how the aging of wines affects their quality and appearance
- Be introduced to the service aspect of the sommeliers position
- Learn the proper technique for decanting and why it is of importance
- Begin to understand the principles of wine and food pairing
- Be introduced to the component tasting technique and given the tasting grid recommended by the Court of Master Sommeliers
- Learn the fundamentals of viticulture by visiting a working vineyard

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 103 of 133

Learn which are the major wine producing regions of the world

#### WA 102 - WINES OF FRANCE - 44 HOURS

The Wines of France Course begins with an overview of the quality levels of French wines, focusing on the AOC system. Students will be introduced to the major wine regions of France and the variety of climates, wine styles, cuisine and customs. We will take a virtual and tasting tour of the wine regions of France learning: the grapes, AOCs, regulations, styles of wines and labeling. The regions to be covered include: Alsace, Loire Valley, Burgundy, Rhone, Provence, Languedoc, Roussillon, Southwest, Jura, Savoie, Bordeaux and Champagne. An average of 6 to 8 wines will be tasted each day.

#### Course Objectives: Upon completion of this course students will:

- Know the major growing regions or appellations of France
- Know, taste and identify wines from Alsace
- Know, taste and identify wines from the Loire Valley
- Know, taste and identify wines from Burgundy
- Know, taste and identify wines from the Rhone Valley
- Know, taste and identify wines from Provence
- Know, taste and identify wines from the Languedoc
- Know, taste and identify wines from Bordeaux
- Know, taste and identify wines from Champagne
- Have an opportunity to taste a classic French meal paired with French wines

#### WA 103 - NEW WORLD WINE REGIONS - 28 HOURS

The New World Wine Regions Course begins with an overview of the history and current law regarding wine in the United States. We then cover the wines of California, Oregon and Washington at length and touch on wines of the other 47 states. The rest of the American continent is covered including Canada, Mexico, Chile and Argentina. The remaining New World wine regions of Australia, New Zealand and South Africa are also covered. An average of 6 to 8 wines will be tasted each day.

#### Course Objectives: Upon completion of this course students will:

- Know the major growing regions for New World Wines
- Know, taste and identify wines from California
- Know, taste and identify wines from the Pacific Northwest & Canada
- Know, taste and identify wines from South America
- Know, taste and identify wines from New Zealand & South Africa
- Experience a classic meal from one of the New World regions paired with wines from the region

#### WA 104 - WINES OF ITALY - 24 HOURS

The Wines of Italy Course begins with an overview of the quality levels of Italian wines. Students will be introduced to the major wine regions of Italy, climates, wine styles and cuisine. We will take a virtual and tasting tour of the wine regions of Italy learning: the grapes, DOCGs, regulations, styles of wines and labeling. The regions to be covered include: Tuscany and the rest of Central Italy, Piedmont and the rest of Northern Italy, Southern Italy and the Islands. An average of 6 to 8 wines will be tasted each day.

#### Course Objectives: Upon completion of this course students will:

- Know the major growing regions (DOCGs) of the Italian Peninsula
- Know, taste and identify wines from Piedmont
- Know, taste and identify wines from Lombardy
- Know, taste and identify wines from Tuscany
- Know, taste and identify wines of Sicily and southern islands
- Know, taste and identify wines Southern Italy
- Experience a classic Italian meal paired with Italian wines

#### WA 105 - WINES OF THE IBERIAN PENINSULA - 20 HOURS

The Wines of the Iberian Peninsula Course begins with an overview of the quality levels of Spanish wines. Students will be introduced to the major wine regions of Spain, climates, wine styles and cuisine. We will take a virtual and tasting tour of the wine regions of Spain learning: the grapes, DOs, regulations, styles of wines and labeling. The regions to be covered include: Sherry, Rioja, Ribera del Duero, Navarra, Priorat, Rueda, Rias Baixas and many others. We will also discuss and taste Cava. We will then move on to the wine regions of Portugal learning: the grapes, DOCs, regulations, styles of wines and labeling. The regions to be covered include: Port, Madeira, Douro, Bairrada, Setubal, Vinho Verde and others. An average of 6 to 8 wines will be tasted each day.

Course Objectives: Upon completion of this course students will:

- Know the major growing regions (VdIT) of Spain
- Know the premier growing regions (DOCa and DOs) of Spain
- Know the major growing regions (VR) of Portugal
- Know the premier growing regions (DOCs) of Portugal
- Know, taste and identify wines of Spain
- Know, taste and identify wines Portugal
- Experience a classic Iberian meal paired with Iberian wines

#### WA 106 - WINES OF GERMANY AND EASTERN EUROPE - 16 HOURS

The Wines of Eastern Europe Course begins with an overview of the geography of the entire region. Students will be introduced to the major wine regions of Germany, quality levels and labeling. We will take a virtual and tasting tour of the wine regions of Germany learning: the grapes, regulations, styles of wines and labeling. We will emphasize the wines of the Mosel, Rheingau. Pfalz and Nahe. This module will then study Austria, Hungary and Greece. An average of 6 to 8 wines will be tasted each day.

Course Objectives: Upon completion of this course students will:

- Know the major growing regions of Germany and the wine producing regions of Eastern Europe
- · Know the specific grape varietals of German wines
- Know, taste and identify wines from Mosel
- Know, taste and identify wines from Austria
- Know, taste and identify wines from Hungary
- Know, taste and identify wines from Greece
- Experience a classic German meal paired with wines from the region

#### WA 107 - BEERS & SPIRITS - 16 HOURS

The Beers and Spirits Course begins with beer production, terms and styles. We will then discuss distillation and whiskies from around the world. The great brandies of the world will also be covered as well as liqueurs and other spirits. The course will conclude with a sparkling wine service exam. A selection of beers or spirits will be tasted each day.

Course Objectives: Upon completion of this course students will:

- Know the distillation process by which all major spirits are produced
- Know the great brandies of the world
- Know the great whiskeys of the world
- Know the more recognized liqueurs, how they are produced and from which region they originate

#### WA 108 - WINE PROGRAM MANAGEMENT - 16 HOURS

The Wine Program Management Course begins with creating a winning wine list including menu concept, pricing, variety of selections and creative marketing. Beverage cost control, vendor relations, cellar management and beverage law round out this module. The course will conclude with a decanting wine service exam.

Course Objectives: Upon completion of this course students will:

• Know how to design a wine list for various types of service venues

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 105 of 133

- Know the proper formulas for pricing
- Know the steps necessary for proper cellar management
- Know the steps necessary for maintaining control of wine program costs
- Know the implications of beverage laws to the sommeliers position

#### **GRADING**

Throughout the curriculum, students will be given written examinations after each section as well as a section evaluation grade for tasting and professionalism. A student failing a section may be placed on probation or required to repeat the section, at the discretion of the President and Director of Culinary Arts. Students must achieve a minimum passing grade of 70% on the section 1 (Wine Foundation) exam or will be withdrawn (subject to the discretion of the President and Director of Culinary Arts). Students failing to achieve a passing grade in any subsequent section may be placed on probation and/or required to repeat the section (at the discretion of the President and Director of Culinary Arts). Students may retake the section test one time in an effort to receive a minimum passing grade of 70%. The retake must be completed within 3 class periods of notification of failing grade or cumulative GPA below 70%.

# FINANCIAL SERVICES

The following tuition and fees are effective solely for the indicated dates.

Alumni pricing is available to graduates of a program of study at The French Culinary Institute that is 90 hours or longer in length. Recent High School Graduate pricing is available to individuals who have graduated from high school within 24 months preceding the class start date.

Special pricing is also available to individuals honorably discharged or currently active in the U.S. Armed forces.

Family member pricing is available for family members of graduates of Classic Culinary Arts, Classic Pastry Arts or Wine Appreciation programs. Family members are limited to a documented spouse, registered domestic partner, child or sibling.

Current Student/Recent Alumni pricing is available to a student currently enrolled in, or who has graduated from a program of study at the French Culinary Institute that is 90 hours or longer in length within the twelve months preceding the start date of this class.

## TUITIONS AND FEES

START DATE	TUITION	APPLICATION FEE (Non-Refundable)	BOOKS & SUPPLIES (including sales tax)	STRF (California Residents ONLY - Non-Refundable)	TOTAL PRICE		
CLASSIC CULINARY ARTS (DAY)							
APRIL 4, 2011	\$30,391.75	\$100.00	\$930.75	\$77.50	\$31,500.00		
Family/HS	\$27,352.58	\$100.00	\$930.75	\$70.00	\$28,453.33		
Alumni Pricing	\$27,352.58	\$0	\$930.75	\$70.00	\$28,353.33		
Recent Alumni/Military	\$25,832.99	\$0	\$930.75	\$67.50	\$26,831.24		
MAY 17, 2011	\$30,391.75	\$100.00	\$930.75	\$77.50	\$31,500.00		
Family/HS	\$27,352.58	\$100.00	\$930.75	\$70.00	\$28,453.33		
Alumni Pricing	\$27,352.58	\$0	\$930.75	\$70.00	\$28,353.33		
Recent Alumni/Military	\$25,832.99	\$0	\$930.75	\$67.50	\$26,831.24		
JUNE 29, 2011	\$30,391.75	\$100.00	\$930.75	\$77.50	\$31,500.00		
Family/HS	\$27,352.58	\$100.00	\$930.75	\$70.00	\$28,453.33		
Alumni Pricing	\$27,352.58	\$0	\$930.75	\$70.00	\$28,353.33		
Recent Alumni/Military	\$25,832.99	\$0	\$930.75	\$67.50	\$26,831.24		
AUGUST 11, 2011	\$30,391.75	\$100.00	\$930.75	\$77.50	\$31,500.00		
Family/HS	\$27,352.58	\$100.00	\$930.75	\$70.00	\$28,453.33		
Alumni Pricing	\$27,352.58	\$0	\$930.75	\$70.00	\$28,353.33		
Recent Alumni/Military	\$25,832.99	\$0	\$930.75	\$67.50	\$26,831.24		
SEPTEMBER 23, 2011	TBA	\$100.00	TBA	TBA	TBA		
Family/HS	TBA	\$100.00	TBA	TBA	TBA		
Alumni Pricing	TBA	\$0	TBA	TBA	TBA		
Recent Alumni/Military	TBA	\$0	TBA	TBA	TBA		
NOVEMBER 4, 2011	TBA	\$100.00	TBA	TBA	TBA		
Family/HS	TBA	\$100.00	TBA	TBA	TBA		
Alumni Pricing	TBA	\$0	TBA	TBA	TBA		
Recent Alumni/Military	TBA	\$O	TBA	TBA	TBA		
DECEMBER 20, 2011	TBA	\$100.00	TBA	TBA	TBA		
Family/HS	TBA	\$100.00	TBA	TBA	TBA		
Alumni Pricing	TBA	\$O	TBA	TBA	TBA		
Recent Alumni/Military	TBA	\$0	TBA	TBA	TBA		

## CLASSIC CULINARY ARTS (EVENING)

MAY 2, 2011	<u>\$28,396.75</u>	<u>\$100.00</u>	<u>\$930.75</u>	<u>\$72.50</u>	\$29,500.00
Family/HS	\$25,557.08	\$100.00	\$930.75	\$67.50	\$26,655.33
Alumni Pricing	\$25,557.08	\$O	\$930.75	\$65.00	\$26,552.83
Recent Alumni/Military	\$24,137.24	\$O	\$930.75	\$62.50	\$25,130.49
JUNE 20, 2011	<u>\$28,396.75</u>	\$100.00	<u>\$930.75</u>	<u>\$72.50</u>	\$29,500.00
Family/HS	\$25,557.08	\$100.00	\$930.75	\$67.50	\$26,655.33
Alumni Pricing	\$25,557.08	\$O	\$930.75	\$65.00	\$26,552.83
Recent Alumni/Military	\$24,137.24	\$O	\$930.75	\$62.50	\$25,130.49
AUGUST 8, 2011	<u>\$28,396.75</u>	\$100.00	\$930.75	<u>\$72.50</u>	\$29,500.00
Family/HS	\$25,557.08	\$100.00	\$930.75	\$67.50	\$26,655.33
Alumni Pricing	\$25,557.08	\$O	\$930.75	\$65.00	\$26,552.83
Recent Alumni/Military	\$24,137.24	\$O	\$930.75	\$62.50	\$25,130.49
SEPTEMBER 26, 2011	<u>TBA</u>	\$100.00	<u>TBA</u>	<u>TBA</u>	<u>TBA</u>
Family/HS	TBA	\$100.00	TBA	TBA	TBA
Alumni Pricing	TBA	\$O	TBA	TBA	TBA
Recent Alumni/Military	TBA	\$O	TBA	TBA	TBA
NOVEMBER 11, 2011	<u>TBA</u>	\$100.00	<u>TBA</u>	<u>TBA</u>	<u>TBA</u>
Family/HS	TBA	\$100.00	TBA	TBA	TBA
Alumni Pricing	TBA	\$O	TBA	TBA	TBA
Recent Alumni/Military	TBA	\$O	TBA	TBA	TBA
JANUARY 9, 2012	<u>TBA</u>	\$100.00	<u>TBA</u>	TBA	<u>TBA</u>
Family/HS	TBA	\$100.00	TBA	TBA	TBA
Alumni Pricing	TBA	\$O	TBA	TBA	TBA
Recent Alumni/Military	TBA	\$O	TBA	TBA	TBA

## CLASSIC PASTRY ARTS (DAY)

APRIL 19, 2011	\$30,446.50	\$100.00	\$876.00	<u>\$77.50</u>	\$31,500.00
Family/HS	\$27,401.85	\$100.00	\$876.00	\$70.00	\$28,447.85
Alumni Pricing	\$27,401.85	\$O	\$876.00	\$70.00	\$28,347.85
Recent Alumni/Military	\$25,879.53	\$O	\$876.00	\$67.50	\$26,823.03
JULY 15, 2011	\$30,446.50	<u>\$100.00</u>	<u>\$876.00</u>	<u>\$77.50</u>	\$31,500.00
Family/HS	\$27,401.85	\$100.00	\$876.00	\$70.00	\$28,447.85
Alumni Pricing	\$27,401.85	\$O	\$876.00	\$70.00	\$28,347.85
Recent Alumni/Military	\$25,879.53	\$O	\$876.00	\$67.50	\$26,823.03
OCTOBER 10, 2011	<u>TBA</u>	<u>\$100.00</u>	TBA	TBA	<u>TBA</u>
Family/HS	TBA	\$100.00	TBA	TBA	TBA
Alumni Pricing	TBA	\$O	TBA	TBA	TBA
Recent Alumni/Military	TBA	\$O	TBA	TBA	TBA

#### CLASSIC PASTRY ARTS (MIDDAY)

JUNE 2, 2011	<u>\$28,451.50</u>	<u>\$100.00</u>	<u>\$876.00</u>	<u>\$72.50</u>	\$29,500.00	
Family/HS	\$25,606.35	\$100.00	\$876.00	\$67.50	\$26,649.85	
Alumni Pricing	\$25,606.35	\$O	\$876.00	\$65.00	\$26,547.35	
Recent Alumni/Military	\$24,183.78	\$O	\$876.00	\$62.50	\$25,122.25	
NOVEMBER 21, 2011	<u>TBA</u>	<u>\$100.00</u>	<u>TBA</u>	<u>TBA</u>	<u>TBA</u>	
Family/HS	TBA	\$100.00	TBA	TBA	TBA	
Alumni Pricing	TBA	\$O	TBA	TBA	TBA	
Recent Alumni/Military	TBA	\$O	TBA	TBA	TBA	

32

#### CLASSIC PASTRY ARTS (EVENING)

JUNE 17, 2011	<u>\$28,451.50</u>	<u>\$100.00</u>	<u>\$876.00</u>	<u>\$72.50</u>	<u>\$29,500.00</u>
Family/HS	\$25,606.35	\$100.00	\$876.00	\$67.50	\$26,649.85
Alumni Pricing	\$25,606.35	\$O	\$876.00	\$65.00	\$26,547.35
Recent Alumni/Military	\$24,183.78	\$0	\$876.00	\$62.50	\$25,122.25
<u>NOVEMBER 9, 2011</u>	<u>TBA</u>	<u>\$100.00</u>	<u>TBA</u>	<u>TBA</u>	<u>TBA</u>
NOVEMBER 9, 2011 Family/HS	<b>TBA</b> TBA	\$100.00 \$100.00	<b>TBA</b> TBA	<u>ТВА</u> ТВА	<b>TBA</b> TBA
				-	

#### WINE APPRECIATION (DAY)

APRIL 4, 2011	\$8,718.00	\$100.00	<u>\$109.50</u>	\$22.50	<u>\$8,950</u>
Family/HS	\$7,846.20	\$100.00	\$109.50	\$20.00	\$8,075.70
Alumni Pricing	\$7,846.20	\$O	\$109.50	\$20.00	\$7,975.70
Recent Alumni/Military	\$7,410.30	\$0	\$109.50	\$20.00	\$7,539.80

Tuition is applicable to all students. For purposes of financial aid eligibility, career day programs are considered full-time and career evening/afternoon programs are considered part-time. A \$500 tuition credit will be granted to any career student (Classic Culinary Arts/Pastry Arts) who has paid the entire balance due in full by cash, check or credit card, upon enrollment or no later than one week prior to the course start date. This credit shall be reversed if the check is not honored or if the credit card charges are reversed. The FCI does not currently participate in any federal Title IV or state aid programs.

Please note that the \$100 application fee is nonrefundable, except that all monies paid by an applicant must be refunded within three days after signing an enrollment agreement and making an initial payment. Applicants who have not visited the school prior to enrollment will receive a refund of all monies paid, if requested, within three business days following either the regularly scheduled orientation procedures or following a tour of the school facilities and inspection of equipment where training and services are provided. Pursuant to California law, except where a 100% refund is made, the STRF Assessment is nonrefundable.

The books and supplies charge includes the charges for required books, tools, and uniforms.

#### Miscellaneous fees

- Assessed charges for any book not returned to the library will be charged to the individual student's account
- A fee of \$15 for any check returned to the school from the bank, for any reason, will be charged to the individual student's account
- A fee of \$20 will be charged for replacement of a diploma
- A fee of \$10 will be charged for additional graduation photographs
- All required curriculum books are provided to the student with the cost included in the materials fee. If a student requires a replacement copy of a book, the request should be made to the librarian. A schedule of fees replacement books is available in the library.

The Financial Services Department is available to assist students in securing a means of paying for their training. The FCI works in co-operation with Sallie Mae, a lender specializing in education lending. If a student secures a loan to pay for educational expenses it is the responsibility of the student to repay the full amount of the loan plus interest, less the amount of any refunds.

## FINANCIAL AID PROGRAMS

The Financial Services Department is available to assist students in securing a means of paying for their training. The FCI works in co-operation with Sallie Mae, a lender specializing in education lending.

If a student secures a loan to pay for educational expenses it is the responsibility of the student to repay the full amount of the loan plus interest, less the amount of any refunds.

The FCI's financial aid representative is Marc Tsuchiya. He can be reached at 408-370-5507

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 109 of 133

#### SMART OPTION LOAN

The SallieMae Smart Options Loan can finance the entire cost of your education if necessary. This loan opportunity offers competitive rates with the option to make interest only payments while in school. The better your credit and if needed your co-signers credit, the lower your interest rate will be. Easy, secure online applications with immediate credit decision and electronic signature. Repayment can be made over a 10 year term.

# STUDENT TUITION RECOVERY FUND (STRF)

The Student Tuition Recovery Fund (STRF) was established to protect any California resident who attends a private postsecondary institution from losing money if prepaid tuition resulted in a financial loss as a result of the school's closing, failing to live up to its enrollment agreement, or refusing to pay a court judgment. Commencing January 1, 2010, an assessment of two dollars and fifty cents (\$2.50) per one thousand (\$1,000) of institutional charges, rounded to the nearest thousand dollars, applies to each new student as tuition is paid or loans are funded on behalf of the student. To be eligible for STRF, you must be a "California resident" and reside in California at the time the Enrollment Agreement is signed or when you receive lessons at a California mailing address from an approved institution offering correspondence instruction. Students who are temporarily residing in California for the sole purpose of pursuing an education, specifically those who hold student visas, are not considered a "California resident." If a judgment is obtained you must file a STRF application within two years of the final judgment. It is important that you keep copies of the Enrollment Agreement, financial aid paper, receipts or any other information that documents the monies paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 2535 Capitol Oaks Dr. Suite 400, Sacramento, CA 95833 or call 1-888-370-7589. To qualify for STRF reimbursement you must file an STRF application within one (1) year of receiving notice from the Bureau for Private Postsecondary Education (BPPE) that the school is closed. If you do not receive notice from the Bureau for Private Postsecondary Education (BPPE), you have four (4) years from the date of closure to file a STRF application. Please note that (a) if the student is a recipient of third-party payer tuition and course cost, the student is not eligible for protection under STRF, and (b) the student is responsible for paying the state assessment amount for the Student Tuition Recovery Fund. As a particular in the Student Tuition Recovery Fund, The French Culinary Institute is required by law to collect the name and source of each loan, if you have one or more government insured loans for tuition purposes outstanding.

# GRADUATION

# REQUIREMENTS FOR GRADUATION

To qualify for graduation a student must:

Complete at least 90% of the required total hours of instruction.

- Take and pass the final examination.
- Receive an average passing grade on written tests and practical evaluations as described in the grading system.
- Have paid, in full, all tuition and fees two weeks prior to graduation.
- Return all library books two weeks prior to the last day of class.
- Complete the Graduation Clearance form, including an exit interview with Career Services. Students who are self-employed in a culinary profession must provide a business card or other documentation of self-employment. Students who will not be seeking employment as a result of full-time continuing education, medical conditions, military service, or incarceration must provide supporting documentation. A diploma will be presented to all students meeting the above requirements.

A diploma will be presented to all students meeting the above requirements.

# **GRADUATION FEES**

A limited number of tickets for family and friends will be available for graduation. Students in the Classic Culinary Arts and Classic Pastry Arts classes may be required to purchase a graduation chef jacket. Please contact the Registrar for details.

## GRADUATION CEREMONY

Culinary and Pastry students may attend in clean and pressed uniforms. Certified Sommelier graduates may attend in business attire. Graduates will be able to purchase a limited number of tickets for family and friends depending on the size of the graduating class.

# **HONORS & AWARDS**

## GRADUATION WITH DISTINCTION\*

Any culinary or pastry career course graduate who achieves an average cumulative final numeric grade of 95% or higher and does not exceed the allowed absences will graduate with distinction. Individuals who achieve this honor will be recognized at the graduation ceremony. They will receive a school pin and a diploma indicating distinction, which will be mailed to the graduate approximately three weeks after graduation.

# **OUTSTANDING ATTENDANCE**

Any career culinary or pastry course graduate who attends every day of their program will be presented with an outstanding attendance certificate at the graduation ceremony.

# OUTSTANDING CREATIVE CULINARY PROJECT

This award is presented to one graduate from each culinary arts career course. This individual will be recognized at graduation and the graduate will be awarded a signed cookbook.

# OUTSTANDING CREATIVE PASTRY PROJECTS

This award will go to the pastry arts career graduate with the highest average for four projects: menu project, wedding cake, chocolate showpiece, and pastillage cake stand. The recipient of this award will be recognized at the graduation ceremony and will receive a certificate.

# OUTSTANDING SERVICE AWARD

An award given to any graduate who provides service to The FCI community and the food community at-large. An Outstanding Service Certificate is presented at the graduation ceremony. The recipient of this award must have applied for the award three weeks prior to graduation and accumulated the requisite minimum of service points.

# **DEAN'S LIST**

Students are eligible for the Dean's List each level. To be on the Dean's List a student must have a 90% in both attendance and test grades.

The FCI may withhold any or all of the aforementioned awards at the discretion of the President and Director of Culinary Arts.

\* Students who have repeated a level due to failing grades or attendance will not be eligible to receive Graduate with Distinction.

# SCHOOL POLICIES

## ORIENTATION

Student orientation is held prior to the first day of classes. Orientation serves as the transition point in the student's journey into the culinary world, and it provides an opportunity to meet classmates as well as the faculty and administrative staff. The purpose of orientation is to communicate important information that is vital for the student's first day and beyond. This information will help you successfully navigate and get the most out of your program. Attendance at orientation is required for all incoming students. Failure to attend or make alternative arrangements may result in the forfeiture of your seat in that particular class start and cancellation of the enrollment agreement.

## **GRADING POLICY**

Students receive numerical grades at the end of each level or section. Students must maintain a grade average of at least 70 percent at the end of the first culinary level, first wine section or at the midpoint of the pastry program or they will be withdrawn from the program. Students failing to maintain an average of 70 percent or higher thereafter may be placed on probation, required to repeat a level or section or be withdrawn (at the President and Director of Culinary Arts's discretion). Students must achieve an average of 70% by the midpoint of the program In order to maintain Satisfactory Academic Progress. Students in Classic Pastry Arts and Classic Culinary Arts must retake and pass the midterm and final with a grade of 70% or better. All students must have an average of 70% or higher to graduate. See specific program requirements.

DESCRIPTION	NUMERICAL	LETTER
Outstanding	90-100	
Above Average	80-89	
Average	70-79	
Failure	Below 70	
Incomplete		
No Grade		NG
Withdrawal		W
Transfer		Τ
Section Change		SC
Pass		Р

The French Culinary Institute maintains electronic and/or hard copies of all students' academic records and transcripts. These records are located with the Registrar at 700 West Hamilton Ave., Suite 300, Campbell, California 95008.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 113 of 133

#### CLASSIC CULINARY ARTS GRADING PERCENTAGES PER LEVEL:

	% OF TOTAL GRADE BY TOPIC
Level I	16.6%
Level II	16.6%
Level III	16.6%
Level IV	16.6%
Level V	16.6%
Level VI	17%

#### WINE APPRECIATION GRADING PERCENTAGES PER SECTION:

	% OF TOTAL GRADE BY TOPIC
Wine Foundation	18%
Wines of France	22%
New World Regions	14%
Wines of Italy	12%
Wines of Iberian Peninsula	10%
Wines of Germany and Eastern Europe	8%
Beers & Spirits	8%
Wine Management	8%

### CLASSIC PASTRY ARTS GRADING PERCENTAGES PER SECTION TOPIC:

	% OF TOTAL GRADE BY TOPIC
Tarts, Cookies and Sanitation	8.35%
Pâte à Choux	8.35%
Puff Pastry	8.35%
Viennoiserie	2.1%
Bread	6.2%
Cakes 1	4.15%
Cakes 2	4.15%
Petits Fours	8.35%
Chocolate 1	4.0%
Chocolate 2	6.0%
Individual Desserts 1	3.75%
Individual Desserts 2	1.25%
Individual Desserts 3	5.0%
Sugar 1	6.65%
Sugar 2	3.35%
Wedding Cakes	10%
Review, Written, & Practical Final Exam	10%

# **GRADE CHANGES**

After an instructor has submitted a student's grade to the Office of the Registrar, the grade may be changed only with the approval of the Director of Student Affairs. If there has been a clerical error, or the student feels the grade received is inaccurate, the student should first discuss the grade with the Chef-Instructor. If there are further questions, the student can file a grade appeal with the Director of Student Affairs. The final grade, however, is the prerogative of the instructor. A student has up to four weeks after the completion of a given level or session to request a grade change. No grade changes are accepted after this date. If a grade change is approved, the School Director of Student Affairs will authorize a grade change request to the Registrar for processing into the student's permanent grade transcript record.

If an instructor is no longer employed by The FCI, a student request for a grade change is to be made to the Director of Student Affairs. If there is sufficient evidence to make a change and if a reasonable attempt has been made to produce a response from the instructor, Director of Student Affairs will authorize a grade change request to the Office of the Registrar for processing into the student's permanent grade transcript record.

# SATISFACTORY ACADEMIC PROGRESS (SAP)

A student enrolled at The FCI is expected to maintain satisfactory academic progress (SAP). A student must maintain a minimum cumulative grade point of 70% and complete the entire course of instruction within the maximum time frame of 150% of the scheduled length of the program in which the student is enrolled ("maximum time frame").

A student's satisfactory academic progress will be evaluated at the midpoint and end of the program. At the time of evaluation, the student must have a minimum cumulative grade point of 70% and have completed 90% of the student's scheduled clock hours.

If a student is found not to meet the minimum quantitative standards at the time of evaluation, the student will be placed on SAP Probation for a period of two weeks. During probation, The FCI will provide the student with advising and remediation. While on SAP Probation, the student will continue to be eligible for financial aid. If the student does not meet the minimum quantitative standards by the end of the probation period, the student will be withdrawn from The FCI.

If the student does not meet the qualitative standards at the end of that period, the student will be withdrawn from the program.

A student who is withdrawn based on his or her failure to maintain satisfactory academic progress may appeal his or her withdrawal in writing to the President. The student's appeal should document an error in the student's records or the school's calculation of satisfactory academic progress or unusual or mitigating circumstances that have prevented the student from meeting satisfactory academic progress standards, but which are not an indicator of the student's ability to successfully complete the program in which the student is enrolled. The appeal will be considered before an appeals panel consisting of the President and the Education Director. If the student is re-admitted, he/she will be placed on probation for 25% of the program.

A student who does not appeal or whose appeal is denied may apply for re-entry subject to the discretion of the President no sooner than six months from his or her last date of attendance. If a student is accepted for reentry, the student may reestablish eligibility for financial aid only after meeting the SAP standards.

If a student withdraws and re-enters or is on a leave of absence, the period in which the student is absent from School will not be included when determining whether the student is complying with the 150% maximum timeframe. If a student takes a leave of absence during any course the student will receive a grade of Incomplete (I) which will not be counted in the student's cumulative grade point average. If a student withdraws from a course, the student will receive a grade of Withdrawal (W), which will not be counted in the student's cumulative grade point average.

A student may be asked to repeat a level or section due to insufficient or unacceptable grades, minimal attendance and/or poor attitude during class. The original attempt at the level and the repeated attempt will be considered when determining whether a student is complying with the 150% maximum time frame. Students may not receive financial aid for the repeated attempt. When required to repeat a course a student will be obliged to transfer to another time slot if the class to be repeated is at its maximum student capacity. If a student is unwilling or unable to transfer, or if no space is available, the student must then await the availability of space and will be required to request a leave of absence pending an opening. For example, if a day student is

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 115 of 133

required to repeat a class and the next scheduled class is at its maximum, the repeating student must either transfer to a night class session or wait for the next available day time slot. A class may be repeated only once, subject to the discretion of the President

All students should be aware that the responsibility for complying with the school's academic and attendance requirements is theirs alone. Failure to comply with those requirements as outlined in this catalog will result in failure to graduate.

If a student is denied financial aid as a result of not having made satisfactory academic progress, an appeal may be made to the financial aid appeals panel for reconsideration. The student must submit a written appeal to the Office of Financial Aid, which will review the appeal within one week. The Office of Financial Aid will notify the student regarding the decision of the panel. The financial aid appeals panel consists of the President and Education Director of The FCI.

# **ATTENDANCE**

The FCI prepares students as culinary professionals and expects students to treat their academic colleagues in the same manner as professional colleagues. Students are responsible for keeping track of any missed classes, scheduling makeup classes and attending scheduled makeup classes. Students must provide an e-mail address to receive notification from the Office of Student Affairs of missed classes. Free e-mail addresses are available from websites such as yahoo.com, gmail.com, and hotmail.com.

#### STUDENT NOTIFICATION OBLIGATIONS

A student missing class must:

- Notify the instructor by sending an email or leaving a telephone message
- Notify the Registrar by email or telephone
- Contact partners in the student's work group

A student, who fails to provide appropriate notice as set forth above, must provide a doctor's note or other documentation demonstrating that providing notification was impractical or impossible. A student who fails to meet the above criteria may be placed on Attendance Probation for the duration of the level.

#### HOURLY ATTENDANCE OBLIGATIONS

The FCI's policy is that students should attend all scheduled classes. If unavoidable, however, a student may miss a maximum of 10% of scheduled class time. This will be measured at the midpoint and endpoint of the program. Students missing more than 10% of scheduled hours in any class will be placed on Attendance Probation until the classes are made up or until the midpoint of the program, whichever comes first. The student will remain on Attendance Probation until the student has completed required makeup classes and achieved 90% of scheduled hours. During this time, the student will receive e-mail notices advising the student of the number of classes that must be made up. The student must meet with the Registrar to help resolve any problems that are making attendance impossible or impracticable and to schedule makeup classes in accordance with the policy set forth below. Any student missing more than 20% of total clock hours in either half of the program will be withdrawn.

Absences accrued in the first half of the program must be made up by the midpoint of the program or the student will be placed on SAP Probation and risk withdrawal, as set forth in the SAP policy. Absences accrued in the second half of the program must be made up prior to graduation or the student will be withdrawn from the program. The President has the discretion to allow a student to attend the graduation ceremony with one outstanding makeup class. The student must complete the makeup class within 14 days from the last date of class or the student will be withdrawn.

Absences may affect a student's grades. Please speak to the Chef-Instructor for a specific course.

#### LATENESS

The Chef-Instructor records arrival and departure time for each student and students are marked present for time actually attended. Continued tardiness is considered disruptive to the class and may result in disciplinary action. The Chef-Instructor has the right to refuse admission to anyone who is more than one hour late to class, who is repeatedly tardy, or in the discretion of the Chef-Instructor anyone whose late admission would be

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 116 of 133

disruptive to the class. Students leaving early or arriving late to class may be required to make up an entire class in order to achieve 90% attendance in that level or unit.

#### RELIGIOUS OBSERVANCE

All absences, regardless of circumstance or merit, are recorded daily, and become part of a student's permanent attendance record. With proper planning, a student should be able to observe religious holidays within the attendance policy of the school. Any student expecting to miss a class (or classes) due to the observance of a religious holiday should notify both their Chef-Instructors and the Registrar. If religious observance could result in missing more than 3 consecutive days or 20% of class time in a particular level or unit, the student must request pre-approval for those absences from the President.

#### **VACATION POLICY**

It is imperative that students in any of The FCI's career programs get vacation time, of more than three consecutive class days, pre-approved by the President. A student that fails to receive preapproval and misses in excess of 20% of class time in a particular level or unit may be withdrawn from the program.

#### ATTENDANCE DISCREPANCIES

After an instructor has submitted attendance to the Office of the Registrar, the attendance record may be changed only with the approval of the Director of Student Affairs. If there has been a clerical error, or the student feels the attendance record is inaccurate, the student should first discuss the discrepancy with the Chef-Instructor. If there are further questions, the student can file an attendance appeal with the Director of Student Affairs. A student has up to four weeks from the date in question to file an attendance appeal. No appeals will be considered after four weeks.

If an attendance change is approved, the Director of Student Affairs will authorize a change request to the Registrar for processing into the student's permanent record.

#### MAKEUP CLASSES

- All makeup classes must be scheduled in advance with Student Affairs. Students may be required to requisition required food items in advance of the makeup class. Students must make up the specific content missed.
- Students are expected to makeup classes during regularly scheduled class periods (see individual program summaries for class times). In some cases, students will be able to complete missed coursework by joining another class schedule for that lesson. In other cases, and subject to special need and availability, students will work with an instructor in a monitored makeup to complete the missed coursework. Monitored makeups must be scheduled at least one week prior to the requested makeup date.
- Afternoon makeup classes: Students may, when offered, make up classes in a specially scheduled afternoon makeup session. Students must complete two consecutive afternoon makeups to complete makeup hours equivalent to a class. Students without a legitimate excuse for missing an afternoon makeup session will not be permitted to schedule further afternoon makeup sessions. These students will be required to make up any missed classes with a regularly scheduled class.
- Saturday makeup classes: Students may, when offered, make up classes in a specially scheduled Saturday makeup session. Students without a legitimate excuse for missing a Saturday makeup session will not be permitted to schedule further Saturday makeup sessions.
- Partial makeups are not permitted.
- Makeups are allowed ONLY when space permits.
- No makeups are allowed on test days, unless the student is required to make up that exam.
- There is a \$50 charge per makeup. This fee will be automatically added to a student's account. Students will be charged if they miss a scheduled makeup (students must cancel a minimum of 24 hours in advance of the make up in order not to be charged).

#### **EXCUSED ABSENCES**

As set forth above, students are permitted to miss 10% of the scheduled hours within each half of the program. These hours do not need to be made up. Students that need to miss class for legitimate personal, medical, or

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 117 of 133

military reasons may apply for a Leave of Absence or seek special permission from the President to take a class out of sequence.

#### APPROVED LEAVE OF ABSENCE

At The FCI we recognize that, at times, circumstances arise that make it necessary for students to temporarily leave the school. However, we do recommend that a student consider the decision to interrupt their studies as carefully as possible. A student may be approved for a leave of absence for any of the reasons outlined below for a period of up to 60 days. In unforeseen circumstances, a student may receive a second leave of absence during his/her course of study at The FCI, but the total cumulative period that a student is on an approved leave of absence may not exceed 180 days in any 12-month period.

- Personal: A personal or family tragedy, serious emergency, or other special circumstances that make attendance impossible or impractical.
- Medical: Emergency or planned medical treatment for self or a family member. In the case of personal medical treatment, a physician's note must be provided to the school. A leave of absence can be granted for a period of
- Up to 180 days in such cases, as determined by the President.
- Military (reserve or active duty): A planned leave of absence should start after completion of a level, section, or unit.

Unplanned leaves may be granted during the course of a level or unit and will result in a grade of "I" or Incomplete for that class. Upon returning from a leave of absence the grade of "I" will be converted to a grade of "T" or Transfer, reflecting the student's transfer to a new section.

#### Procedure for Requesting a Leave of Absence:

A student seeking a leave of absence must either complete a Request for Leave of Absence Form or submit a signed and dated letter to Student Affairs requesting the leave of absence. The letter must specify the reason for the request and the dates for which the leave is requested. Student Affairs will evaluate the request and notify the student of the school's determination to grant the student's leave of absence. Once granted a leave of absence, a student must vacate his or her locker within 7 days of his or her last date of physical attendance and remove all contents. Upon returning, a new locker will be assigned by Student Affairs. Leaving and failing to place a written request for a leave of absence will result in a student being withdrawn from the program after a period of 14 calendar days from the student's last date of attendance when, after written notice, the student has failed to respond to attempts by the school to contact him/her. A student who fails to return from a leave of absence will automatically be withdrawn unless the student has submitted a second written request and the request is approved by the President. Any student who is granted a leave of absence and fails to return will be considered withdrawn as of the first day of his or her leave of absence. As a result, the student may enter repayment on his or her loans immediately.

International students may take a medical leave of absence and remain in the United States only with a doctor's note and approval from Rhonda Lynn, Director of Student Affairs. International students taking a leave of absence for non-medical reasons are NOT permitted to remain in the United States. All international students taking non-medical leaves of absence are required to return to their country of residence. International students will be required to obtain a new I-20 and to apply for a new student visa prior to returning to The FCI. For more information, contact Rhonda Lynn, Director of Student Affairs.

#### Returning to The FCI after a Leave of Absence:

If a student returns to The FCI from a leave of absence and continues his or her studies at a point before he or she left off, the student will be deemed to have returned to his or her program and begin earning hours at the point only once he or she reaches the point of instruction where he or she left off. The student's class schedule will be based upon the skill level retained by the student at the time the student returns, the student's preferred schedule and space availability.

Students on a leave of absence for 30 days or longer will be required to take a written exam and skills test to determine placement upon return to the program. If there is no space in the schedule requested, a student may be offered alternative schedule options or may have to wait until space is available in the desired schedule. In that case, the leave of absence will be continued until the student is able start the new schedule. However, in no case will the leave be continued for more than 180 days.

A student receiving financial aid must see the Office of Financial Aid to determine the effects of the leave of absence on his or her financial aid. Leaves of absence are granted for good reason shown and in accordance with such limitations as may from time to time be prescribed by the United States Department of Education and

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 118 of 133

the California Department of Education. A student on an approved leave of absence is considered as having "in school" status.

#### **PROBATION**

A student may be placed on probation during the course of the program for failing to meet grade or attendance requirements, for misconduct, or for failing to meet financial obligations to the School.

- Grade Probation: A student with a grade point average below 70% may be placed on probation, and/or required to repeat a class.
- Conduct Probation: A student who violates the code of conduct (see code of conduct section) or otherwise exhibits a poor or disruptive attitude (such as ignoring a directive or placing individual concerns above the group) may be placed on probation, and/or required to repeat a class.
- Lateness/Attendance Probation: A student who is excessively late or absent may be placed on probation, and/or required to repeat one or more classes.
- Bursar probation: All students enrolled in career courses are required to meet financial obligations to
  the school. Failure to make payments as required will result in the student being placed on Bursar
  Probation for a period of two weeks, or another period in the discretion of the Financial Services
  Manager. If the student's account is not current at the end of the probationary period, the student will
  be withdrawn from the program. Specific cases are subject to the discretion of the Financial Services
  Manager.

#### STUDENT WITHDRAWAL & TERMINATION

A student may be withdrawn from The FCI for failure to meet the terms of probation, misconduct, unexcused absence, academic failure as described herein, or failure to fulfill tuition payments or other financial obligations. A student's financial obligations to The FCI are as provided in the executed Enrollment Agreement. The FCI reserves the right, at its discretion, to withdraw any student whose continued enrollment, in the judgment of the school, is not in the best interest of either the student or The FCI.

A student may voluntarily withdraw from The French Culinary Institute by notifying the Registrar in writing or in person. The published refund policies shall apply in the event the student withdraws, is suspended, or is terminated from school.

#### **DEPARTING SCHOOL**

Students wishing to withdraw from a program at The FCI must:

- Confer with Student Affairs.
- Place the request in writing stating the reason(s) necessitating departure.
- Schedule an exit interview with the Registrar and President. Any refund or payment due will be calculated and paid within 45 days of the date which the student withdraws from the program.

#### **RE-ENTRY**

Any student who has been withdrawn from the program may apply for re-entry at a later date. To request re-entry, a student must:

- Confer with the Registrar.
- Place the request in writing stating the reason(s) necessitating departure from the program and the justification for completion of the program without further interruption.
- Students must take a placement test. The FCI faculty and administration will then review the results of
  the skills test and written exam to determine the point at which the student should be required to return
  to The FCI.
- Receive approval from the President. The President, in his discretion, may impose additional requirements in order to help ensure the student's success upon re-entry.
- Sign a new enrollment agreement. Tuition will be assessed on a pro-rated basis.
- Meet all outstanding financial obligations to the School and establish ability to pay any new financial obligations that will be incurred upon re-entry.

#### CREDIT FOR PRIOR EXPERIENCE

The French Culinary Institute will not recognize work experience in the field in exchange for course credits.

#### **CREDIT TRANSFERS**

The French Culinary Institute does not accept credit transfers.

# NOTICE CONCERNING TRANSFERABILITY OF CREDITS/CREDENTIALS EARNED AT THE FCI

The transferability of credits you earn at The French Culinary Institute is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn from The French Culinary Institute is also at the complete discretion of the institution to which you may seek to transfer. If the credits or diploma that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your course work at that institution. For this reason you should make certain your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending The French Culinary Institute to determine if your credits or diploma will transfer.

#### **CLASS SESSIONS**

The classes will be held at the International Culinary Center of California - The French Culinary Institute at 700 W. Hamilton Ave, Campbell, CA 95008.

Full-time sessions run 5 days a week and part-time sessions run 3 days a week. Please see current schedule for class times.

Students may not transfer from one section to another nor may they attend more than one class per day without the approval of the Director of Culinary Arts, unless they are concurrently enrolled in 2 different Programs. The French Culinary Institute reserves the right to change a class section schedule from time to time, according to classroom and kitchen availability, and student distribution circumstances.

## FERPA COMPLIANCE

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. These rights include:

- 1. The right to inspect and review the student's education records within 45 days of the day the school receives a request for access. A student should submit to the Registrar or President a written request that identifies the record(s) the student wishes to inspect. The FCI official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the The FCI official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
- 2. The right to request the amendment of the student's education records that the student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. A student who wishes to ask The FCI to amend a record should write to the school official responsible for the record, clearly identify the part of the record the student wants changed, and specify why it should be changed. If The FCI decides not to amend the record as requested, The FCI will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.
- 3. The right to provide written consent before The FCI discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent. The FCI discloses education records without a student's prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is a person employed by The FCI in an administrative, supervisory, academic or research, or support staff position (including law enforcement Unit personnel and health staff); a person or company with whom The FCI has contracted as its agent to provide a service instead of using The FCI employees or officials (such as an attorney, auditor, or collection agent); a person serving on the Board of Trustees; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 120 of 133

interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for The FCI.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the University to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

> Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, DC 20202-5901

The items listed below are designated as Directory Information and may be released for any purpose at the discretion of The FCI:

- Student's name
- Student's permanent and temporary address
- Student's permanent and temporary telephone number
- Student's date and place of birth
- Enrollment status
- Student's course of study, dates of attendance, and completion or termination date
- Honors & awards received
- Certificate awarded
- Student's email address

Under the provisions of the Family Educational Rights and Act (FERPA) of 1974, as amended, a student has the right to withhold disclosure of Directory Information. This request must be made in writing to the Registrar's Office at The FCI.

## **EMERGENCY PROCEDURES & SCHOOL CLOSINGS**

In the event of an emergency, the school may be required to close. Students must complete a certain number of hours in order to receive a diploma (different for all programs). If school closure has caused a student to fall short of his or her total number of required hours, he or she must schedule a makeup class with the Office of Student Affairs. Students are also advised to contact the Office of Student Affairs if they are unsure of their total class hours. Students may call 1-866-318-2433 or 1-408-370-9190 for school closing information. When and if an emergency occurs at The FCI, please look to your Chef-Instructor for instructions and guidance. A copy of The FCI emergency procedures is available from the Registrar. The following are guidelines to use in case of an emergency. There are two definite considerations: 1) no two emergencies are alike; therefore, these guidelines are merely suggestions for possible actions; 2) your own personal safety is your highest priority.

- When there is fire or smoke in the building look for the nearest exit and leave immediately. Signs showing emergency exits are posted throughout The FCI; become familiar with these exits.
- Carry your keys, some cash, and an ID with you at all times in case you need to leave The FCI and cannot get back into the building.
- If a dangerous situation presents itself in the classroom/kitchen, leave immediately.
- If possible create a buddy system with someone else in your class. Another person looking out for you can make the difference between life and death.
- If you suspect or hear of a food contamination possibility, please tell your Chef-Instructor or the police (if after hours) as soon as possible.
- If you have to leave the building immediately, do not worry about what is in the oven. Only turn off the oven if you know for sure that we are having a drill.
- If an emergency situation occurs, please call your parents, relatives and friends as soon as you can. It is not always possible for The FCI's personnel to staff telephones or reach you.
- Never leave The FCI without telling your Chef Instructor or a School official.
- If you have a disability that may affect your reaction to an emergency or response during an emergency, please inform your Chef-Instructors and the Director of Student Affairs.
- Be sure that Student Affairs has an emergency contact for you on file. If this information changes while you're in school, let us know as soon as possible.
- Early dismissal is not always a given. Your Chef Instructor will let you know if the School is closing.

If you witness a crime or drug use, please report what you have seen to the President.

# GENERAL STATEMENT OF CONDUCT POLICIES

Each applicant for enrollment agrees to be governed by the regulations respecting admission and conduct prescribed in the current catalog and by such other regulations respecting enrollment and conduct as may be reasonably established by the school from time to time. The continuation of enrollment for each student, his or her progress, and the conferring upon the student of any diploma is subject to the disciplinary powers of the School.

#### CODE OF CONDUCT

The FCI is an adult vocational education institution and therefore there is an expectation that, as adults, students will conduct themselves in a professional, businesslike manner. Membership in the school's community is accompanied by a responsibility to maintain and foster an environment characterized by freedom of expression, inquiry and exchange of ideas, and the respect for the dignity and uniqueness of each individual. All members of the School community have the right to seek action on matters of concern by appropriate means. In order to preserve an atmosphere in which a free exchange of ideas may flourish, it is necessary that standards of behavior be maintained to ensure the safety of all members of the School community as well as the unimpeded operation of the institution. Engaging in any of the following conduct will constitute a violation of the rules and regulations of The FCI and shall be considered sufficiently serious to warrant disciplinary action up to and including dismissal:

- All types of theft, willful destruction, damage, or misuse of any School property owned by students, faculty, administrators, community members, or guests
- Sale, purchase, possession, or use, on the property of The FCI, of any incendiary devices, explosives, dangerous weapons, habit-forming barbiturates, amphetamines, hallucinogenic, or other addictive or illegal drugs
- Obstruction of the normal processes and activities essential to the function of the School community.
- Disruptive behavior in the classroom or kitchen
- Interference with freedom of speech including not only disruption of a class, but also interference with the freedom of any speaker or chef invited by the School community.
- Any deliberate action or reckless conduct that causes or might cause injury to oneself or another
  person, or persons, including actions that tend to cause physical or mental pain or social deprivation.
  This includes violence, threat of force or violence, harassment (including but not limited to sexual
  harassment), and the verbal abuse of any community member or quest.
- Failure to comply with the instructions of a School administrator or other duly authorized agent of the school, including failure to present identification when required
- Use of obscene or abusive language
- Violation of the Drug Free Schools policy as set forth in this document
- Gambling anywhere on school property or at any school sponsored event
- Loitering in the hallways before, during, or after class sessions
- Misuse of the computer system or violation of the computer policy as set forth in the Technology section
- Falsification of school documents
- Conducting oneself off campus (away from the school) in a manner that reflects adversely on the good name and reputation of The FCI
- Failure to observe appropriate hygienic standards
- Failure to comply with student rules and regulations
- Any conduct that recklessly or intentionally endangers or threatens the health, safety, or welfare of any
  person on school-owned or operated property or at school sponsored activities is expressly prohibited
- Failure to abide by all standards for appropriate attire.
- Cheating of any kind, including plagiarism.
- Use of cellular telephones or beepers outside of designated cell phone areas (student lounge and locker rooms).

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 122 of 133

THE EXAMPLES LISTED ABOVE ARE NOT NECESSARILY ALL-INCLUSIVE. IN GENERAL, ANY STUDENT WHO ENGAGES IN UNACCEPTABLE BEHAVIOR MAY BE SUBJECT TO IMMEDIATE REMOVAL FROM THE PREMISES AND/OR DISMISSAL FROM The FCI.

The FCI reserves the right, at its discretion and without prior notice, to change existing regulations, requirements, and policies or to promulgate new regulations, requirements and policies having to do with conditions respecting enrollment of students and the relationship between the school and the students, to terminate the enrollment of any student, and to cancel or postpone an announced course.

#### STUDENT RULES AND REGULATIONS

The following student rules and regulations must be adhered to or disciplinary action may be taken.

#### **CONTACT INFORMATION**

Students must provide a current address, telephone number, and e-mail address. Any change to this information must be reported to the Registrar's office within 10 days. International students are additionally required to report change of address the International Student Advisor and USCIS. Free e-mail addresses are available from websites such as yahoo.com, gmail.com, and hotmail.com.

#### **ATTIRE**

- <u>Uniforms:</u> A cleaned and pressed uniform must be worn daily. Maintenance of the uniform is the responsibility of each student. Students should not commute in their uniforms. All students must change from their street clothes to their uniform at The FCI.
- <u>Footwear:</u> Durable, solid, polished black leather shoes are required. Socks are also required. Sandals, canvas shoes, or sneakers MAY NOT be worn.
- <u>Hair:</u> Hair that covers the collar must either be cut or restrained in a neat pony tail, braid, or net. Hair must be immaculately clean. Male students with facial hair may be asked to wear a beard guard.
- Nails: Nails must be clean, short, and without polish.
- Makeup: Heavy makeup, perfume, or aftershave is inappropriate and may not be worn in class.
- <u>Hands:</u> Students are required to wash their hands before starting class, after using the bathroom, after smoking, and as necessary to maintain sanitary conditions during food preparation.
- <u>Jewelry:</u> No hoops (facial and earring). If you can see through the hoop, it is unacceptable; no wrist jewelry allowed except for wristwatches; no shanks on stud earrings. Wedding rings are acceptable. Items listed are not permitted in the classroom or kitchen as they constitute a safety hazard.

#### **CLASSROOM CONDUCT**

The FCI prepares students for employment as culinary professionals and expects students to treat their academic colleagues in the same manner as professional colleagues. This includes but is not limited to:

- Treating instructors, staff and students with respect.
- Notifying instructors prior to leaving the classroom.
- Following rules for proper attire and hygiene at all times.

#### SCHOOL PROVISIONS

All food prepared at The FCI is the property of the school. Students may NOT remove any prepared foods or provisions from the school unless permission has been obtained from the Chef-Instructor.

#### **GUEST POLICY**

Students are not permitted to bring children or other adults to The FCI during scheduled school hours. This holds true for day, afternoon, and evening classes. Students can request a waiver from the Office of Admission for an adult who might be interested in enrolling at The FCI.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 123 of 133

#### **CELL PHONE POLICY**

Use of cellular telephones, including text messaging and checking email, is prohibited except in designated cell phone areas. Beepers are also prohibited. On the rare occasion that a student cannot wait until the end of class time to make a telephone call or send/receive a message, students must receive permission from the Chef-Instructor to leave the classroom. Designated cell phone areas are limited to the student lounge and locker rooms.

#### POLICY ON PHOTOGRAPHS AND VIDEO

Students may take photographs of completed dishes with permission from their Chef-Instructor, and only if doing so will not interfere with or interrupt any student's work, including their own. Filming any portion of class is not permitted.

# **DISCIPLINARY PROCEDURES**

Upon request, detailed procedural guidelines are available for review in the Office of the President.

#### INFORMAL RESOLUTION ATTEMPT

A good-faith attempt will be made to resolve all problems informally, initially by the appropriate administrator or faculty member. This may include informal discussions with the alleged violator and faculty members, deans, or administrators. If the matter is not resolved by an informal resolution attempt, the alleged violator shall be requested to designate whether he/she wishes to have the charge determined by a formal hearing pursuant to The FCI's procedures for a disciplinary hearing. Upon such designation, in writing, within 14 school/business days, a formal hearing will be set.

#### RELEASING DISCIPLINARY INFORMATION

Details relating to any disciplinary proceedings, the decision, and the names of individuals involved will not be made available except as required for internal School purposes as required by law, or when charges are made, or proceedings instituted by or against The FCI or any member of the School community in courts of law or by governmental agencies.

# **GRIEVANCE**

The FCI views students as responsible citizens who are integral members of the School community. Policies and practices pertaining to student relations and services should reflect this point of view. School officers continue to seek to ensure that this philosophy is implemented. Even with this philosophy in place, complaints and misunderstandings may arise. It is the purpose of these grievance procedures to ensure that any problem is dealt with promptly and confidentially.

#### **INFORMAL REVIEW**

- Discuss the problem informally, with the student, faculty member, dean, or staff member involved.
- A student should not consider a formal review unless an informal review has occurred.

#### FORMAL REVIEW

- Obtain, complete, and return a student grievance form to the Education Director within 30 days of the incident.
- Upon receipt of the form, a prompt investigation of the facts related to the nature of the grievance will be conducted. After thoughtful consideration, a decision will be made.
- The student will be advised of the decision and resulting action to be taken within five school days.
- If, for any reason, the student is not satisfied with the results of the investigation conducted, the student may ask the Education Director to submit the matter to the President for review.
- The student will be advised of the decision and resulting action to be taken within ten school days.

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 124 of 133

If after the above Grievance Procedure has been exhausted and the student still feels that the grievance was not adequately addressed they may contact the Bureau for Private Post-secondary Education (BPPE) or the Department of Consumer Affairs, at 1625 North Market Street, Suite S-308 Sacramento, California 95834 or by telephone at (916) 574-8200.

# <u>COMPLAINTS</u>

<u>ACCSC</u> - Accrediting Commission of Career Schools and Colleges Schools accredited by the Accrediting Commission of Career Schools and Colleges must have a procedure and operational plan for handling student complaints. If a student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Accrediting Commission. All complaints considered by the Commission must be in written form, with permission from the complainant(s) for the Commission to forward a copy of the complaint to the School for a response. The complainant(s) will be kept informed as to the status of the complaint as well as the final resolution by the Commission.

Please direct all inquiries to:



Accrediting Commission of Career Schools and Colleges (ACCSC logo)
2101 Wilson Boulevard, Suite 302
Arlington, Virginia 22201

Tel: 703-247-4212 Fax: 703-247-4533

A copy of the Commission's Complaint Form is available at the school and may be obtained by contacting the President.

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 or by completing a complaint form, which can be obtained on the bureau's Internet Web site <a href="https://www.bppe.ca.gov">www.bppe.ca.gov</a>.

<u>BPPE</u> - A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling 1-888-370-7589 or by completing a complaint form, which can be obtained on the bureau's internet Web site www.bppe.ca.gov.

49

# CANCELLATION, WITHDRAWAL & REFUND POLICIES

Read and understand The FCI's policy regarding tuition refunds and cancellations on these pages before you sign an enrollment agreement. If you do not understand it, or are confused by the school's explanation, get assistance before you sign. You may ask for help from the Bureau for Private Postsecondary Education: Mailing Address: Bureau for Private Postsecondary Education at 2535 Capital Oaks Dr. Suite 400, Sacramento, CA 95833 <a href="https://www.bppe.ca.gov">www.bppe.ca.gov</a>. Telephone: 1-888-370-7589, www.bppe.ca.gov, bppe@dca.ca.gov.

# CANCELLATION AND WITHDRAWAL

A student may cancel this agreement by notice in writing delivered to the School, attention Enrollment Coordinator. All monies paid by an applicant must be refunded within three days after signing an enrollment agreement and making an initial payment. Applicants who have not visited the school prior to enrollment will receive a refund of all monies paid, if requested, within three business days following either the regularly scheduled orientation procedures or following a tour of the school facilities and inspection of equipment where training and services are provided. A full refund of institutional charges minus the \$100 application fee will be provided to a student who provides notice of cancellation (1) no later than attendance at the first day of class; (2) within seven class days after signing the enrollment agreement; or (3) within three business days following either the regularly scheduled orientation procedures or following a tour of the school facilities and inspection of equipment where training and services are provided where the student has not visited the school prior to enrollment. Pursuant to California law, except where a 100% refund is made, the STRF Assessment is nonrefundable.

Due to their personal nature, uniforms are not returnable.

Withdrawal may be effectuated by the student's written notice delivered to the School, attention of the Director, or by the student's conduct, including, but not necessarily limited to, the student's lack of attendance.

# **REFUND POLICY**

Except as provided above, upon withdrawal from the school, the student will be liable for:

- The non-refundable Application Fee and the STRF Fee, plus
- The cost of materials accepted and not returned in unused condition within 20 days after the student's withdrawal from the school, plus
- Tuition liability as of the student's last day of physical attendance. Tuition liability is calculated as follows: students having completed 60 percent or less of the program are entitled to a pro rata refund of monies paid for institutional charges. Thereafter, the student will be liable for the full tuition. A pro rata refund shall be no less than the total amount owed by the student for the portion of the educational program provided subtracted from the amount paid by the student, calculated as the daily charge for the program (total institutional charge, divided by the number of hours in the program), multiplied by the number of hours student attended, or was scheduled to attend, prior to withdrawal.
- If the School rejects this Agreement, all payments made under this Agreement shall be refunded in full except the application fee, STRF fee (where required under California law) and the cost of materials accepted and not returned in unused condition within 20 days of rejection.
- In case of injury, prolonged illness or other circumstances beyond the student's control which render it impracticable for the student to continue in the school, the school will, within 30 days after notice of the circumstances, propose and will thereafter make a settlement of the student's obligation to the school which is fair and reasonable to the student and the school.
- Amounts paid in excess of the charges as determined above will be refunded within 45 days of the date
  on which the student gives the school written notice of withdrawal or if the student does not give
  written notice, within 45 days of the date that the school determines that the Student has withdrawn.

2011 Student Catalog (Career) Volume I, April-December 2011 Addendum: Revised: 11/3/2011

Throughout the catalog: change the course name of Wine Appreciation to: Intensive Sommelier Training

Page: 1

Correct the date after 'Volume 1' which should be April 2011.

Page: 1

Third paragraph: Change the word "approved" to "licensed".

Page: 4

Add the following schedules:

INTENSIVE SOMMELIER TRANING (DAY SCHEDULE) M-F					
HOURS 9:00 AM-1:00 PM ORIENTATION START DATE					
Intensive Sommelier Training (Day Schedule) M-F	TBA	6/27/2011	9/6/2011		

INTENSIVE SOMMELIER TRANING T,W, R (EVE SCHEDULE)					
HOURS 6:00-10:00 PM ORIENTATION START DATE END DATE					
Intensive Sommelier Training (Day Schedule) M-F	TBA	7/26/2011	11/29/2011		

INTENSIVE SOMMELIER TRANING (DAY SCHEDULE) M-F					
HOURS 9:00 AM-1:00 PM ORIENTATION START DATE END					
Intensive Sommelier Training (Day Schedule) M-F	TBA	9/19/2011	12/7/2011		

<sup>\*</sup> Please see your admission representative to find out the dates of the Certified Sommelier Exam which takes place sometime after this official course end date.

#### Page: 4

DELETE the Classic Culinary Evening schedules starting on 9/26/2011,11/11/2011,1/9/2012 and ADD the following:

CLASSIC CULINARY ARTS (EVENING SCHEUDLE) M, W, F						
HOURS 6:00 PM – 11:00 PM ORIENTATION START DATE END DAT						
Classic Culinary Arts (Evening Schedule) M,W,F	ТВА	10/19/2011	8/15/2012			

#### Page: 4

<u>Delete</u> the following Classic Culinary Arts Day Schedule (M-F): Start Date: 12/20/2011.

#### Page: 4

DELETE the following Classic Culinary Arts (Evening Schedule) M. W. F: Start date: 6/20/2011start.

#### Page: 4

DELETE the following Classic Pastry Arts (MIDDAY SCHEDULE) M-F : Start dates 6/2/2011 and 11/21/2011.

#### Page: 4

#### After the course schedule, please add the following sentence:

Please contact the Student Affairs department for your graduation date and details.

#### Page 6

Please replace the administrative and faculty bios sections with these:

#### **ADMINISTRATIVE STAFF**

**BRUCE W. McCANN** – PRESIDENT/DIRECTOR OF CAMPUS OPERATIONS AND COMPLIANCE. BA, English, University of California, Berkeley; MA, Language Arts and Literature, California State University, Sacramento; JD, Empire College, School of Law; LLM, Taxation, Golden Gate University, School

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 127 of 133

of Law. Member, California State Bar; Corporate Counsel Registration, New York Bar; previously with Clouds Rest Wines; Once Wines; and Evening Land Vineyards. He joined International Culinary Center in 2011.

THERESA HOWARD – SCHOOL DIRECTOR/ACCREDITATION MANAGER. Holds a Business Administrative Certificate from the University of California at Santa Cruz and has completed coursework in psychology. She joined The Professional Culinary Institute in 2008 which became a branch of The French Culinary Institute in November 2010.

**JEREMY MACVEIGH** – DIRECTOR OF CULINARY ARTS. BS in Food Science from the University of California, Davis and graduate of the Western Culinary Institute. Chef MacVeigh is also the author of the culinary text *International Cuisine*. He worked for 17 years on both the east and west coasts of the U.S. before becoming a Chef Instructor for last 7 years. Chef MacVeigh joined PCI in 2008 which became a branch of The French Culinary Institute in November 2010.

KATIE MYERS – DIRECTOR OF ADMISSIONS. BA in English & Creative Writing from Dartmouth College. Graduate with distinction from The French Culinary Institute's Classic Pastry Arts, Worked at Craft Restaurant in New York City and Peninsula Grill in Charleston, SC. She joined The French Culinary Institute in New York in 2006 and moved to the California branch in 2010.

**RHONDA LYNN** – DIRECTOR OF STUDENT AFFAIRS. BA in Psychology and Human Development from the University of Nebraska. Worked as Assistant Pastry Chef at Union Square Café. She joined The French Culinary Institute in New York in 2004 and moved to the California branch in 2011.

MARC TSUCHIYA – FINANCIAL SERVICES MANAGER. BA in Economics from San Jose State University. He joined PCI in 2008 which became a branch of The French Culinary Institute in November 2010.

**DANIELLE FERGUSON** – REGISTRAR. AA in Liberal Arts from DeAnza College. She joined PCI in 2006 which became a branch of The French Culinary Institute in November 2010.

**NICOLE HARNETT** – CAREER PLACEMENT COORDINATOR. BS in Mass Media and Communication from New York University. Graduate of The French Culinary Institute's Classic Culinary Arts program. She joined The French Culinary Institute in 2011.

#### **FACULTY**

#### **CLASSIC CULINARY ARTS FACULTY**

CHEF PETER MAGUIRE – Graduate of the Culinary Institute of America Chef Maguire has worked in some of the tops spots in the Unites States including, Stanwich Country Club in CT, as well as Pebble Beach and Mille Fleurs in CA. Chef Maguire joined PCI in 2006 which became a branch of The French Culinary Institute in November 2010.

CHEF RYAN ORKUS — Ryan's professional cooking career started in 1996 at The Hummingbird Room under Chef Eric Sarnow, a protégé of George Perrier, while earning his Bachelor's Degree in Hotel and Restaurant Management from Penn State. Ryan then attended culinary school at L'Academie de Cuisine and worked in several Washington D.C. area restaurants including Aquarelle, 2941, and Asia Nora. He joined The French Culinary Institute in New York in 2007 and moved to the California branch in 2011.

CHEF BRUNO PONSOT – Chef Bruno received his training for his CAP diploma in France and followed this training with specialized pastry classes at Gaston Lenotre in Paris. Experience highlights include working as Chef de Partie at La Tarasse with Alain Ducasse (France) and as Chef de Partie at Paul Bocuse Restaurant (Lyon, Franc). Chef Bruno also owned his own gourmet food business for 9 years in Stanford, Florida. He joined the faculty of the International Culinary Center in 2011.

CHEF UDO PRAMBS, CMC – German Certified Master Chef holds diplomas as Master Restaurateur, Hospitality and Hospitality Business from Bavaria Hotelfach Schule. Chef Prambs worked throughout Europe and the Middle East including at the Kulm Hotel in Switzerland, Da-Ivo in Italy and for Four Seasons in England. Chef Prambs joined PCI in 2005 which became a branch of The French Culinary Institute in November 2010.

**CHEF TIM SHAW** – A Graduate of The FCl's Classic Culinary Arts program, a Masters Degree in Food Studies from New York University, and years of being an adjunct professor, Chef Tim brings experience, passion, and excitement to the classroom as The FCl's lead Nutrition, Sustainability, and Sanitation instructor. He joined the faculty of The French Culinary Institute in 2005 and transferred to the California branch in 2011.

#### CLASSIC PASTRY ARTS FACULTY

CHEF PETER BALDINO – Chef Peter holds BFA from Pratt Institute in Brooklyn, NY. Graduate of The FCI's Classic Pastry Arts program. Worked in New York as a Pastry Chef from 2002 to 2008, at Bar Milano, Bar Americain, Mesa Grill, and Bolo. He joined The French Culinary Institute in New York in 2008 and transferred to the California branch in 2011.

CHEF STEPHANY BUSWELL, CMB — Certified Master Baker from the Retailer's Bakery Association Chef Buswell has been a presence in the pastry community in Santa Cruz for 30 years. Chef Buswell has owned and operated a bakery and cake shop in Santa Cruz and has been teaching in the pastry arts since 1989. Chef Buswell joined PCI in 2005 which became a branch of The French Culinary Institute in November 2010.

CHEF JAE HOON KIM – Graduate of The FCI. Was awarded the Grande Diplôme in Pastry Arts in 2002 and a Grande Diplôme in Culinary Arts in 2000 by The FCI and the American Institute. Previous work experience includes the St. Regis Hotel in Los Angeles and the Mark in New York City. Most recently, he was the Entremetier Chef at Mas (Farmhouse). He joined The French Culinary Institute in New York in 2005 and transferred to the California branch in 2011.

CHEF SAM WARD – Graduate of California Culinary Academy Chef Ward honed his craft in bakeries in the Bay Area. Chef Ward has a diverse background in the pastry arts working in Albi France with Michelle Belin, as well as being the opening Executive Pastry Chef for Intercontinental Hotels in Kazakhstan, Chef Ward has been a credentialed instructor in pastry arts since 2001. Chef Ward joined PCI in 2005 which became a branch of The French Culinary Institute in November 2010.

**CHEF ALEX TROUAN** – Trained in Albi, France with Michel Belin where he earned his Professional Certification in pastry, chocolate and candy. Chef Trouan has practiced the pastry arts for the last 25 years around the globe from France to Istanbul and now the United States. Chef Trouan joined PCI in 2009 which became a branch of The French Culinary Institute in November 2010.

#### WINE APPRECIATION/INTENSIVE SOMMELIER TRAINING FACULTY

SCOTT CARNEY, MS – DIRECTOR OF WINE EDUCATION/WINE INSTRUCTOR (CA/NY). Scott Carney was born in Boston and, after graduating from Connecticut College, satisfied his curiosity about wine by taking a sommelier position at the Bay Tower Room in Boston's financial district. As his curiosity grew into a passion, Scott move on to a full-time sommelier position at the venerable Harvest Restaurant in Harvard Square where he also began a career in

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 128 of 133

restaurant management. Recognizing a need to further his business skills, Scott enrolled in the Stern School of Business at New York University and after a stage in France, graduated with an MBA in Finance. Scott joined the Gotham Bar & Grill as business manager and spent 10 years overseeing affairs as the restaurant earned three consecutive three-star reviews from the *New York Times*. It was during his tenure at Gotham that Scott began his study for the title of Master Sommelier, which he earned in 1991. Since leaving Gotham Bar & Grill, Scott has worked in operations, beverage, and finance with a number of Manhattan's leading restaurant groups, including The Glazier Group, Jean-Georges Management, and Les Halles Group. In 1998, he built and operated The Tonic in Chelsea, later selling his shares to his partner. He also consulted for such notable New York venues as Picholine and Tocqueville, and he oversaw the reopening of the famed Russian Team Room in 2006. He joined The French Culinary Institute in 2011.

**ALAN MURRAY, MS, AWS** –WINE INSTRUCTOR. Native of Australia, Master Sommelier Alan Murray moved to San Francisco in 1998 where he took a job at Rubicon where he worked with the highly esteemed Master Sommelier Larry Stone who was running an ambitious wine program and had compiled an encyclopedic wine cellar. Under Stone's tutelage Alan worked towards his master sommelier diploma from the Court of Master Sommeliers. He became Wine Director at Masa in 2011 and was awarded his Master Sommelier diploma in February 2005. Murray was the first Australian to earn that distinction.

Page: 12

Add the following as a new section after 'lockers':

Student access cards & IDs: Students will be given a security access card and a photo ID card. The fee to replace a lost security access card is \$10.

Page: 12

Replace the housing section with the following:

#### **HOUSING**

The French Culinary Institute has a limited, furnished student housing apartments at the Avalon in Campbell, CA, located about 1.5 miles from the school. Rates effective 9/1/2011-8/31/2012 are: \$950/mo for a double room and \$1,200/mo for a single room (both in a shared apartments). Contact your admission representative regarding applying. Your admission representative may also be contacted for information about other local housing resources. The French Culinary Institute seeks to help students secure housing but does not bear the responsibility for finding housing for students.

Page: 14-16

At the end of each program admission requirements section (Classic Culinary & Pastry Arts, Wine Appreciation [now Intensive Sommelier Training Program] insert the following paragraph at the end of each section:

Our policy is that you cannot enroll if you unable to read and understand the enrollment agreement and catalog (including disclosures, refund policy, school policies and more).

Page: 15

Delete the bullet after number 2 that begins with 'Cash Payers: The full payment..." Replace it with this one: Cash Payers: The first payment of \$4,500 is due 60 days before orientation. The remaining balance due at orientation

Page: 18

Add the following after each schedule of instruction for each course offering:

Each instructional hour consists of 55 minutes.

Page: 18

Add the following paragraph after the "Maximum Number of Students":

The FCI provides each career program culinary student with a daily meal referred to as "family meal." The preparation of this meal is part of the Classic Culinary Arts curriculum and provides those students with exposure to quantity cooking.

Page 23:

Add the following paragraph after the "Maximum Number of Students":

The FCI provides each career program pastry student with a daily meal referred to as "family meal." The preparation of this meal is part of the Classic Pastry Arts curriculum and provides those students with exposure to quantity cooking.

Page: 26

Delete the 'Educational objectives' section and replace it with this one:

#### **EDUCATIONAL OBJECTIVES**

The /Intensive Sommelier Training is a 200 clock hour course. The class is a combination of lecture and lab with approximately half the time being lecture and the other half being lab where students taste wines and practice the art of proper service. This program may be taken as a full time schedule allowing the student to complete their training in 10 weeks, or as a part time schedule allowing the student to complete in 17 weeks. There are 50 class periods of 4 hours, with class size limited to 22 students. Upon successful completion students will receive a diploma. The course also allows students the option of taking the 3 day Introductory and Certified Examination administered by the Court of Master Sommeliers™. The program prepares successful graduates for entry level positions into the wine industry with emphasis in the areas of sales and service.

Page: 27

Add the following hours to the Wine schedule of instruction

Full-time (mid-day program): Monday through Friday 1:30 PM-5:30 PM.

Page: 27

Delete the line that says "Part-time: 20 weeks. Replace it with:

Part-time: 17 weeks

(note: the optional Certified Sommelier Exam is held after the offical end of the course)

Page: 31-33

Tuition Chart: Beginning with the January 2012 courses, High School and Military pricing will be eliminated.

Page: 31-33
Update tuition charts with the following information for noted classes (which includes an adjustment in the sales tax and replaces the chart in the 6.14.2011) addendum.

START DATE	TUITION	APPLICATION FEE (non-refundable)	BOOKS & SUPPLIES	CA Sales tax	STRF (CA residents only- non- refundable)	TOTAL PRICE NON- CA RESIDENTS	TOTAL PRICE CA RESIDENTS
CLASSIC CULINARY Arts	(DAY)				Torunausoy		
23-Sep-2011	\$32,477.75	\$100.00	\$850.00	\$72.25	\$82.50	\$33,500.00	\$33,582.50
Alumni Pricing	\$29,229.98	\$0.00	\$850.00	\$72.25	\$75.00	\$30,152.23	\$30,227.23
Recent Alumni/Military Pricing	\$27,606.09	\$0.00	\$850.00	\$72.25	\$70.00	\$28,528.34	\$28,598.34
HS & Family Pricing	\$29,229.98	\$100.00	\$850.00	\$72.25	\$75.00	\$30,252.23	\$30,327.23
4-Nov-2011	\$32,477.75	\$100.00	\$850.00	\$72.25	\$82.50	\$33,500.00	\$33,582.50
Alumni Pricing	\$29,229.98	\$0.00	\$850.00	\$72.25	\$75.00	\$30,152.23	\$30,227.23
Recent Alumni/Military Pricing	\$27,606.09	\$0.00	\$850.00	\$72.25	\$70.00	\$28,528.34	\$28,598.34
HS & Family Pricing	\$29,229.98	\$100.00	\$850.00	\$72.25	\$75.00	\$30,252.23	\$30,327.23
20-Dec-2011	\$32,477.75	\$100.00	\$850.00	\$72.25	\$82.50	\$33,500.00	\$33,582.50
Alumni Pricing	\$29,229.98	\$0.00	\$850.00	\$72.25	\$75.00	\$30,152.23	\$30,227.23
Recent Alumni/Military Pricing	\$27,606.09	\$0.00	\$850.00	\$72.25	\$70.00	\$28,528.34	\$28,598.34
HS & Family Pricing	\$29,229.98	\$100.00	\$850.00	\$72.25	\$75.00	\$30,252.23	\$30,327.23
CLASSIC CULINARY Arts	(Evening)			•			
26-Sep-2011	\$30,477.75	\$100.00	\$850.00	\$72.25	\$77.50	\$31,500.00	\$31,577.50
Alumni Pricing	\$27,429.98	\$0.00	\$850.00	\$72.25	\$70.00	\$28,352.23	\$28,422.23
Recent Alumni/Military Pricing	\$25,906.09	\$0.00	\$850.00	\$72.25	\$67.50	\$26,828.34	\$26,895.84
HS & Family Pricing	\$27,429.98	\$100.00	\$850.00	\$72.25	\$70.00	\$28,452.23	\$28,522.23
<u>11-Nov-2011</u>	\$30,477.75	\$100.00	\$850.00	\$72.25	\$77.50	\$31,500.00	\$31,577.50
Alumni Pricing	\$27,429.98	\$0.00	\$850.00	\$72.25	\$70.00	\$28,352.23	\$28,422.23
Recent Alumni/Military Pricing	\$25,906.09	\$0.00	\$850.00	\$72.25	\$67.50	\$26,828.34	\$26,895.84
HS & Family Pricing	\$27,429.98	\$100.00	\$850.00	\$72.25	\$70.00	\$28,452.23	\$28,522.23
CLASSIC Pastry Arts (DA	(Y)						
<u>10-Oct-11</u>	\$32,532.00	\$100.00	\$800.00	\$68.00	\$82.50	\$33,500.00	\$33,582.50
Alumni Pricing	\$29,278.80	\$0.00	\$800.00	\$68.00	\$75.00	\$30,146.80	\$30,221.80
Recent Alumni/Military Pricing	\$27,652.20	\$0.00	\$800.00	\$68.00	\$70.00	\$28,520.20	\$28,590.20
HS & Family Pricing	\$29,278.80	\$100.00	\$800.00	\$68.00	\$75.00	\$30,246.80	\$30,321.80
CLASSIC Pastry Arts (MII				_	•		
<u>21-Nov-11</u>	\$30,532.00	\$100.00	\$800.00	\$68.00	\$77.50	\$31,500.00	\$31,577.50
Alumni Pricing	\$27,478.80	\$0.00	\$800.00	\$68.00	\$70.00	\$28,346.80	\$28,416.80
Recent Alumni/Military Pricing	\$25,952.20	\$0.00	\$800.00	\$68.00	\$67.50	\$26,820.20	\$26,887.70
HS & Family Pricing	\$27,478.80	\$100.00	\$800.00	\$68.00	\$70.00	\$28,446.80	\$28,516.80
CLASSIC Pastry Arts (Ev		1 + 1		1 4	1	1	
9-Nov-11	\$30,532.00	\$100.00	\$800.00	\$68.00	\$77.50	\$31,500.00	\$31,577.50
Alumni Pricing  Recent Alumni/Military	\$27,478.80 \$25,952.20	\$0.00 \$0.00	\$800.00 \$800.00	\$68.00 \$68.00	\$70.00 \$67.50	\$28,346.80 \$26,820.20	\$28,416.80 \$26,887.70
Pricing HS & Family Pricing	\$27,478.80	\$100.00	\$800.00	\$68.00	\$70.00	\$28,446.80	\$28,516.80
INTENSIVE SOMMELIER	TRAINING (Ever	ning)					
<u>26-Jul-11</u>	\$9,291.50	\$100.00	\$100.00	\$8.50	\$22.50	\$9,500.00	\$9,522.50
Alumni Pricing	\$8,362.35	\$0.00	\$100.00	\$8.50	\$20.00	\$8,470.85	\$8,490.85
Recent Alumni/Military Pricing	\$7,897.78	\$0.00	\$100.00	\$8.50	\$20.00	\$8,006.28	\$8,026.28
HS & Family Pricing	\$8,362.35	\$100.00	\$100.00	\$8.50	\$22.50	\$8,570.85	\$8,593.35
INTENSIVE SOMMELIER	TRAINING (DAY	)					
19-Sep-11	\$9,291.50	\$100.00	\$100.00	\$8.50	\$22.50	\$9,500.00	\$9,522.50
Alumni Pricing	\$8,362.35	\$0.00	\$100.00	\$8.50	\$20.00	\$8,470.85	\$8,490.85
Recent Alumni/Military Pricing	\$7,897.78	\$0.00	\$100.00	\$8.50	\$20.00	\$8,006.28	\$8,026.28
HS & Family Pricing	\$8,362.35	\$100.00	\$100.00	\$8.50	\$22.50	\$8,570.85	\$8,593.35

#### Case 1:14-cv-05147-KBF Document 2 Filed 07/10/14 Page 130 of 133

Th

#### Page: 31-33

#### Add the following paragraphs directly after the tuition chart:

Graduates of the Culinary Techniques course seeking Advanced Standing in the Classic Culinary Arts career course (subject to availability and terms) benefit from special pricing of a combined cost (tuition, fees, books & supplies) of \$28,500 for non-CA residents and \$28,558 for CA residents (which includes tax). This applies to courses starting after September 1, 2011 through December 2012. Please contact your admission representative for clarification and additional details

Graduates of the Wine Foundation course seeking Advanced Standing in the Intensive Sommelier Training program (subject to availability and terms), benefit from special pricing of a combined cost (tuition, fees, books & supplies) of \$9,500 for non-CA residents and \$9,520 for CA residents (which includes tax). This applies to courses starting after September 1, 2011 through December 2012. Please contact your admission representative for clarification and additional details

#### Page: 36

Beginning with the July 2011 Intensive Sommelier Training class, students will be eligible for the following awards: Graduation with Distinction, Outstanding Attendance, Outstanding Service, and Dean's List.

# **EXHIBIT H**



NY - 888.324.2433 | CA - 866.318.2433











(1) (1) (2) (3) (3) ALUMNI • DINE WITH US • CATERING • LIVE CHAT

CULINARY, PASTRY + MANAGEMENT

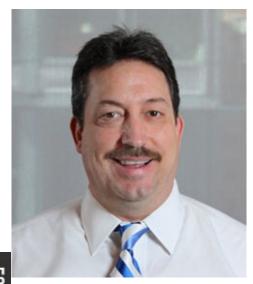
WINE+ BEVERAGE

ADMISSIONS + FINANCIAL AID INTERNATIONAL **STUDENTS** 

CAREER PLANNING **OPEN HOUSES** + EVENTS

**ABOUT** ICC

# **STUDENT ADVISORS**



JOHN DAVIS

Share



Senior Associate Director, Admission.

**Favorite Restaurant** 

Jean Georges in New York City. I love the foie gras brûlée.

Favorite Thing About Working at the International Culinary Center



Helping students realize their goals.

Joined the International Culinary Center in 2000.

462 Broadway New York, NY 10013 | 888.324.2433

#### **CALIFORNIA**

700 West Hamilton Ave. Campbell, CA 95008 | 866.318.2433

Contact Us Careers

Media Inquiries
Gift Certificates
Alumni

**BLOGS** 

Hot Plate Love What You Do **SERVICES** 

Consulting Events + Rentals Dine with Us **FOLLOW US** 



Recent Searches: Restaurants Management, French Baking School, Pastry School NY, Culinary Arts Schools Los Angeles, Colleges With Baking And Pastry Arts, Summer Cooking School, Choosing A Culinary College

Copyright © 2014 International Culinary Center Terms of Use Privacy Policy